

# TOWN OF CARBONDALE REQUEST for PROPOSALS SOLID WASTE COLLECTION

## 1.0 SERVICE & PROCUREMENT DESCRIPTIONS

The Town of Carbondale intends to negotiate three (3) separate contracts with qualified private solid waste hauling and/or waste management companies. The services represented by these contracts are part of a system-wide change in solid waste management being implemented by the Town Board of Trustees to better conserve resources, protect wildlife and the environment, and improve customer service provision.

Proposers are not required to submit proposals for all three contracts; proposers may instead propose on any one, two or all three contracts.

- Contract A - Residential Curbside Trash & Recyclables Collection – This contract will include curbside collection of non-hazardous trash and single-stream recyclables from residential households up to seven (7) units as a core, integrated service with volume-based pricing to encourage waste diversion.
- Contract B - Yard Waste Drop-Site Collection – This contract will provide a new service to Carbondale’s residential and commercial properties for the diversion of seasonal yard waste that is self-hauled to a centralized drop-site located in the downtown area. The drop site will be operated two (2) days per month between May and September.
- Contract C - Town Collection Services – This contract will include the collection of trash and recyclables generated at town facilities including Town Hall, the Public Works Facility and the Wastewater Treatment Plant.

The following request for proposal requirements applies to any proposals developed for any of these services unless otherwise noted. It is the Town’s intention that proposals received in response to Contract A, B and C services will be evaluated separately and that subsequent contracts will be negotiated separately.

### 1.1 Procurement & Implementation Schedule

The Town intends to conduct a formal procurement for the selection of qualified and responsive contractors who will engage as a partner in the effective management of Carbondale’s solid waste. It is expected that start-up of all contracted services will begin during the second half of 2019.

#### 1.1.1 Schedule

Table 1-1 describes the Town of Carbondale’s procurement process and expected implementation schedule. As shown, a mandatory pre-proposal meeting (Contract A and B proposals only) will be held on January 15, 2019 at Town Hall, 511 Colorado Avenue in Carbondale at 10 am. All proposals will be accepted until 5 pm on February 22, 2019.

**Table 1-1      PROCUREMENT SCHEDULE**

<b>ACTIVITY</b>	<b>DATE</b>	<b>CONTRACT A RESIDENTIAL CURBSIDE TRASH &amp; RECYCLING</b>	<b>CONTRACT B YARD WASTE DROP SITE</b>	<b>CONTRACT C TOWN SERVICES</b>
Request for Proposals Release Date	January 4, 2019	✓	✓	✓
Mandatory Pre-Proposal Meeting	January 15, 2019	✓	✓	Not Required
Written Questions Due	January 18, 2019	✓	✓	✓
Town Response to Questions /Addenda Released	January 25, 2019	✓	✓	✓
Proposals Due	February 22, 2019	✓	✓	✓
Interviews and/or Site Visits (if needed)	March 7, 2019	✓	✓	✓
Notice of Award	March 26, 2019	✓	✓	✓
Contract Effective Date	April 23, 2019	✓	✓	✓
Expected Service Level Selection Period	June 1 – June 30, 2019	✓	Not Required	Not Required
Expected Service Start-Up Date		September 30, 2019	May 2020	May 1, 2019

**1.1.2 Designated Contact**

All questions related to the procurement process shall be submitted in writing to Public Works Director, Kevin Schorzman at [kschorzman@carbondaleco.net](mailto:kschorzman@carbondaleco.net) or at 511 Colorado Avenue, Carbondale, Colorado, 81623. No questions will be accepted by phone or in person.

All proposal submittals shall be submitted directly to [kschorzman@carbondaleco.net](mailto:kschorzman@carbondaleco.net). Only electronic submittals will be accepted.

**1.2 Contract Terms**

Table 1-2 describes the contract terms for each contract. Renewals shall be optional and based on mutual satisfaction by both parties as determined by a contractor performance review (see Section 7.2).

**Table 1-2      CONTRACT TERMS**

<b>CONTRACT</b>	<b>INITIAL TERM</b>	<b>POTENTIAL RENEWALS</b>
A - Residential Curbside Trash & Recycling	5 calendar years from service start-up date	Two 2-year renewal periods
B - Yard Waste Drop-Site Collection	2 calendar years from service start-up date	Three 2-year renewal periods
C - Town Services	3 calendar years from service start-up date	Two 2-year renewal periods

### **1.3 Non-Negotiable Requirements**

Over-arching requirements pertinent to all contracts include:

- Contractor shall comply with all local, state and federal laws at all times - including Article 3 – Garbage & Refuse of the Town of Carbondale’s municipal code
- At no time shall any contractor activities, actions or services interfere in any manner with Town operations

### **1.4 Reservation of Rights**

This request for proposals is a solicitation and not an offer to contract for any services. The Town of Carbondale reserves the right to reject any and all proposals. The Town retains the right to abandon or terminate the procurement process at its discretion at any time. The Town further reserves the right to issue clarifications and other directives concerning this request for proposals or further information with respect to any proposal, and to determine the final terms of any contract. Interviews may be required with selected proposers to clarify proposals and to allow for contract negotiations. Site visits may be required to verify vehicle maintenance and driver safety training and procedures.

## 2.0 BACKGROUND

The following information serves as background regarding the Town's intention to provide collection services through a public contract. The Town makes no guarantee related to the accuracy of any estimates contained in this request for proposals including, but not limited to, the number of households participating in the future collection systems. Proposers shall conduct their own investigations and research of relevant information used to develop their proposals.

### 2.1 Town Goals

The 2017 Town of Carbondale Environmental Bill of Rights established that all residents and visitors shall have the right to solid waste reduction and increased recycling efforts. The same year, the Town's Climate and Energy Action Full Plan set a 2050 goal of zero waste and identified the need to provide waste diversion programs to all residents, businesses and construction projects. To address the residential sector, the Board of Trustees has identified three primary goals for the management of trash, recyclables and organics over the next five years:

Decrease Amount of Waste Managed through Landfill Disposal – It is the Town's intention to reduce its reliance on the Pitkin County and South Canyon Landfills in favor of increased recycling and organics recovery. This will be accomplished with inclusion of recycling as a core service for all residents, an incentive pricing system, a new seasonal yard waste drop site and public outreach efforts.

Reduce Traffic Impacts Associated with Waste Collection Vehicles – Currently, eight or more collection vehicles are on neighborhood roads on Tuesdays (currently the most common collection day) – this number may be higher for arterial streets. Reducing the number of haulers will decrease traffic thereby reducing potential safety conflicts, noise and road wear and tear.

Reduce Wildlife Interactions Associated with Trash Set-Outs – Compliance with Carbondale's wildlife protection requirements will be conducted by Town staff in tandem with the services described in this request for proposals. It will include more timely use of acceptable wildlife containers where other options are not feasible or effectively utilized.

### 2.2 Implementation Objectives

The Trustees also acknowledged the following implementation needs for future changes:

Environmental Sustainability – It is understood that while diversion strategies conserve resources and extend landfill life, long-distance hauling (particularly of recyclables) has environmental disadvantages as well as increased costs. The Town intends to encourage diversion as a long-term environmental strategy but anticipates the need for tracking impacts, educating the public and collaboratively working with the contractor to improve the quality of recyclables.

Costs to Customers – To the extent that customer service levels under the new system do not significantly change, service fees should not significantly increase. However, services will vary as a function of current practices, customer choice and new programs such that some cost increases are likely. The Town's implementation of a volume-based pricing system is intended to create a financial incentive for smaller trash service levels through improved consumer, recycling and organics recovery activities.

Costs to Town – The Town expects to conduct billing, payment collections, public outreach and compliance activities primarily with existing staff.

## **2.3 Procurement Objectives**

Finally, the Town has two objectives for this procurement:

Effective Public Contracts – The Town intends to negotiate fair, transparent and effective contracts with qualified hauling companies who are responsive to both customers and Town staff.

Create Partnerships – These partnerships will allow the Town and its contractors to most successfully bring consistent collection services to Carbondale residents, maintain good communication with customers, provide productive educational messages and accomplish sustainable diversion over the contract term.

### 3.0 CONTRACT A – RESIDENTIAL CURBSIDE TRASH & RECYCLABLES COLLECTION

Solid waste is currently collected in an open market system that includes five haulers. Four of these haulers provide trash and recyclables collection and two provide organics collection. Most haulers charge an extra fee for recycling and all charge extra fees for organics collection. Carbondale trash is disposed at one of two regional landfills – organics are composted at the same facilities. Commingled recyclables are transferred to materials processing facilities as far away as Denver. While specific data is not available, it is anecdotally observed that most residents recycle and/or compost on some level. A brief study by one hauler in 2017 observed a 23% residential recycling rate.

#### 3.1 General

##### 3.1.1 Service Area

The following demographic data is offered as a general guide only (data is provided from the 2012-2016 American Community Survey estimates unless otherwise noted):

- Population - 6,571
- Area – 2.08 square miles
- Population density – 3,285 people/square mile
- Households – 2,514 total with an occupancy rate of 2.78/household
  - 68% single-family homes (detached and attached)
  - 22% two to four units
  - 6% five to nine units (the Town contract will serve up to seven units only)
- Residential collection points include a combination of curbside and alley line - this break down is unknown, but proposers are encouraged to observe current collections (4 out of the 5 existing haulers collect trash and recyclables on Tuesdays)

There are several homeowner associations, public urban developments and neighborhood groups in Carbondale. These groups are required recipients of the Town contract services on or before the expiration date of any solid waste collection contract in place on the effective of the Town’s contract with the contractor. The largest of these groups include are described in Table 3-1.

**Table 3-1 HOMEOWNER ASSOCIATIONS**

HOA / PUD / NEIGHBORHOOD	APPROX. NUMBER OF HOUSEHOLDS	CURRENT CONTRACT EXPIRATION DATE
River Valley Ranch	450	February 1, 2020
Hendrick Ranch	115	September 15, 2019
Keator Grove	52	April 23, 2021
Crystal Valley Mobile Home Park	42	July 7, 2021

##### 3.1.2 Service Exceptions

It is expected that a large percentage of Carbondale’s residents will require services under the Town’s contract. However, the Town cannot award any hauler an exclusive franchise for residential collection and some residents may choose to pay another permitted hauler even though they will continue to be billed by the Town for services under this

contract (at a default level of service). As this will amount to double payment for the same service, it is expected that few will opt out.

### **3.1.3 Wildlife Protection**

The Town is currently working to revise the wildlife protection requirements of Article 3 of the municipal code. The code will continue to allow trash to be stored in non-wildlife containers with placement in locations that are not enclosed but limited to the day of collection between 6 am and 8 pm or stored in wildlife containers (these are defined in code as designated bear-resistant units by the International Grizzly Bear Committee). The code revisions will be effective on or before the service start-up date and is expected to include the automatic issuance of wildlife containers to repeat violators, with charges assessed on customer utility bills.

Compliance activities will be conducted by the Town. The Town will identify the number of repeat violators as an indication of pending wildlife container needs such that the contractor can maintain a reasonable inventory (expected to be no more than ten (10) 64-gallon and ten (10) 96-gallon carts at any time). In the instance of an automatic container issuance, the Town will request that the contractor provide a wildlife container to the non-compliant customer address (the size will be based on the customer's trash service level at the time of non-compliance). It is also possible that some customers will request wildlife containers directly from the contractor.

## **3.2 Regular Curbside Trash & Recyclables Services**

Customer services shall include curbside collection services for Carbondale residents in dwellings units ranging from single-family homes to multi-family complexes with up to seven (7) units. These services shall be provided at the curb or alley line, depending on the customer's property and current service location.

### **3.2.1 Regular Curbside Trash Collection**

Regular collection of non-hazardous solid waste that excludes source-separated recyclables, source-separated organics, special wastes and any materials banned from landfill disposal by local or state law shall be provided weekly except for the super saver option (this option may include collection less often than weekly provided the Town's wildlife requirements are met):

- Three standard trash service levels and a super saver service (which will be defined by the contractor) shall be provided to residents with discrete, individual trash container service – the standard levels shall be small, medium and large as described in Table 3-3
- Residents with shared, communal trash container service shall be provided with the container type and size determined by the property owner/manager and/or contractor
- Trash container overflows shall not be collected without photographing, generating a customer notice of needed action and charging appropriate, additional fees that are based on the volume-based pricing described in Section 3.2.3
- Any materials spills or litter caused by the contractor during collection or transportation at customer locations or on public property shall be cleaned immediately – customer containers shall be left in an orderly fashion
- All trash shall be disposed at a duly permitted landfill

### **3.2.2 Regular Curbside Recyclables Collection**

Regular collection of commingled, single-stream recyclables shall be provided with at least every other week on the same day as trash collection as part of core service to every customer:

- At a minimum, the recyclables listed in Table 3-2 shall be collected – the Town
  - Encourages the contractor to add other recyclables whenever environmentally and economically sustainable

- Reserves the right to add additional recyclables should its independent study indicate environmental and economic feasibility
- For residents with discrete, individual trash container service – the minimum recycling service shall be the medium service level collected every other week (see Table 3-3), which is approximately equivalent to one (1) small container and two (2) 18-gallon recycling bins collected weekly
- Recyclable container overflows shall not be collected without photographing and generating a customer notice of needed action
- Recyclables with 25% contamination or more by volume may be collected as trash or not collected at the contractor’s discretion provided a customer notice of action needed is made
- Any material spills or litter caused by the contractor during collection or transportation at customer locations or on public property shall be cleaned immediately – customer containers shall be left in an orderly fashion
- All recyclables shall be delivered to a permitted materials recovery facility

**Table 3-2 MINIMUM LIST OF RECYCLABLES FOR RESIDENTIAL COLLECTION**

Corrugated cardboard	Phonebooks & paperback books
Brown paper bags	Plastic containers #1 & #2
Office paper	Aluminum
Newspaper	Steel/tin cans
Magazines	Glass bottles & jars
Paperboard (cereal/beer boxes)	

**3.2.3 Bundled & Volume-Based Pricing for Customers**

All customer service pricing regardless of individual or communal container usage shall be based on trash service levels but shall include a bundled fee for trash and recyclables collection. The contractor shall not charge extra for recyclables collection or management and shall not reduce fees based on a customer’s decision not to recycle. Every customer will be required to pay for the minimum level of recycling service.

Pricing for Customers with Individual Trash Containers - Volume-based pricing shall be used for these customers regardless of who provides the containers. Pricing for bundled trash and recycling service shall be as defined in Table 3-3 (see example service levels and pricing structure below).

**Table 3-3 VOLUME-BASED SERVICE LEVELS & PRICING FOR RESIDENTS WITH INDIVIDUAL TRASH CONTAINERS**

LEVEL OF SERVICE	VOLUME / FREQUENCY	PRICING
Super saver service	Less than small service	<\$X
Small service	Weekly collection of 30-39 gallons of trash & at least medium (60-69 gallons/every other week) recycling	\$X
Medium container service	Weekly collection of 60-69 gallons of trash or two times the small service volume & at least medium (60-69 gallons/every other week) recycling	$\$X + (\$X * 0.8) = \$X * 1.8$
Large container service	Weekly collection of 90-99 gallons of trash or three times the small service volume & at least medium (60-69 gallons/every other week) recycling	$\$X + (\$X * 0.8) + (\$X * 0.8) = \$X * 2.60$

- Based upon the cost for a small trash service level – the contractor shall determine pricing
- Other trash service levels and pricing shall be based on the small service level such that each larger service level is a multiple volume of the small service and each multiple volume is priced at an incremental that is 80% larger than the small service level
- The super saver service shall be smaller and less expensive than the small trash service level
- Larger service levels may be established with additional containers whose capacity and pricing are incrementally based on the small service

Default Service Level for Customers with Individual Trash Containers – Default customers who do not provide their own containers and do not select alternative service levels shall be provided a default level of service equal to weekly medium trash service level and medium recycling service collected every other week regardless of current service. Both shall be non-wildlife containers (unless otherwise directed by the Town).

Customers who provide their own containers but do not select alternative service levels shall be provided the same default level of service and the appropriate containers if the customer’s existing containers do not match the default service level.

### **3.2.4 Containers**

Trash and recyclable containers may be provided by the customer or the contractor. The contractor shall provide non-wildlife trash and recycling containers upon customer request, and wildlife containers upon both customer and Town request. Containers may include:

- Recycling bins (typically single-family homes)
- Two-wheeled trash carts for residents with individual container service (typically single-family and small multi-family units) – trash carts may either be non-wildlife or wildlife-resistant
- Two-wheeled recycling carts for residents with individual container service (typically single-family and some multi-family units)
- Dumpsters for residents with communal service (typically larger multi-family units) – these may be used for trash and recycling and may either be non-wildlife or wildlife-resistant
- Roll-offs for bulk collections (such as collections at Carbondale’s wastewater treatment plant)

Containers Provided by Customers - The number of these containers is currently unknown but will be estimated by the Town during the service level selection process. The contractor shall subsequently verify adequacy of any customer-provided containers for use in the volume-based system (customers with individual trash container service only), for compliance with the Town’s wildlife regulations (as applicable) and for compatibility with contractor equipment.

Containers Provided by Contractor – These containers shall be:

- Compliant with Chapter 7, Article 3 of the Town of Carbondale municipal code
- Owned and maintained by the contractor over the contract term
  - Kept clean and in good working condition
  - Replaced with a new or repaired container at no cost except in instances of gross negligence by the customer (the Town will be the final arbiter of gross negligence if there is a dispute between the customer and contractor)
- Non-wildlife containers shall be delivered within two (2) business days of customer request after service start-up

- Wildlife containers shall be delivered within five (5) business days of customer or Town request after service start-up – the Town understands that not all container sizes will be available and will work with the contractor to assess pending container needs (see Section 3.2.3) over the contract term
- Affixed with a label or sticker that provides the contractor’s contact information and
  - Description of excluded materials on all trash containers
  - Description of acceptable and unacceptable materials on all recyclable containers
  - Emphasizes graphics over words – any wording shall be provided in both English and Spanish
  - Labels with the same content shall be provided to customers who provide their own containers
- Container exchanges/service level changes that impact on-going, regular curbside collection shall be completed by the contractor, including in the contractor’s monthly invoice and subsequently assessed by the Town on customer utility bills

Special Services – The contractor shall provide door-to-door services to any physically-impaired customers at no additional costs. The Town will provide a list of applicable addresses and update it as needed. These accounts are expected to total less than ten (10) at any one time.

### **3.2.5 Collection Vehicles**

The contractor shall provide all vehicles and equipment needed for collection and transfer to a landfill, recyclables processing facility or the Pitkin County compost facility (for yard waste collection) in an efficient and environmentally sensitive manner. When operational, all collection and transfer vehicles shall:

- Be covered
- Be kept in good repair and appearance
- Be clean and sanitary
- Be compliant with all local, state and federal safety and inspection regulations
- Have the minimum insurance requirements required by the Town (see Appendix B)

Any vehicle leaks that originate during collection at customer sites or any transportation associated with collection shall be cleaned up as soon as possible but no later than forty-eight (48) hours.

The contractor will consider the use of alternative fuel vehicles during the contract term as fleet replacement occurs, diesel prices increase and fueling stations in the Roaring Fork Valley become more accessible. A current evaluation of this option will be a necessary component of any fuel surcharge petition by the contractor (see Section 6.2).

### **3.2.6 Collection Personnel**

The contractor shall maintain adequate and proper staff to conduct timely collection and transfer. All vehicle drivers shall be:

- Licensed by the State of Colorado to operate commercial vehicles
- Alert, careful, courteous and competent
- Appropriately trained in operations and safety measures
- Provided with appropriate communication tools – cells phones shall not be used in a moving vehicle

### **3.2.7 Collection Schedule**

The Town prefers all regular curbside trash and recyclables collection to be completed on the fewest number of week days as possible. At a minimum, contractor routes shall be established to limit collections in discrete areas of the Town to one day per week. Trash and recyclables shall be collected from each residence on the same day.

All collections shall be conducted between 7 AM and 7 PM on the normal mid-week collection day(s), and 8 AM to 5 PM on Saturdays when approved in advance by the Town. No collections shall occur on Sundays or holidays. Holidays shall include the six (6) days when the Pitkin County Landfill is closed.

### **3.2.8 Customer Service and Education**

The contractor shall be responsible for all customer service functions during both the transition period and during the rest of the contract term with the exception of the following which will be conducted by the Town:

- Initial customer service level notification and selection (transition period only – see Section 3.2.10)
- Customer billing and payment collection for regular curbside (on-going)
- Customer billing and payment collection for seasonal yard waste drop-site collections (on-going)

Required Service Notifications: The contractor shall:

- Provide every customer with an information packet/flyer that updates service level options at least five (5) days prior to the service start-up date and every twelve (12) months from the contract effective date or more frequently if service information changes - contents shall include
  - Description of service options, non-wildlife and wildlife containers, collection frequency and pricing for trash and recycling
  - A collection schedule calendar including yard waste drop-site collection days and alternative collection dates for holidays
  - Directions for changing service levels and obtaining wildlife containers
  - Listing of acceptable and unacceptable trash and recyclable materials
  - Guidance for managing trash and recyclables that don't fit in containers
  - Multi-color, user-friendly information that emphasizes graphics over words (any wording shall be in both English and Spanish)
- Maintain an up-to-date Carbondale page on the contractor's website with the information listed above
- Maintain the container labels/stickers described in Section 3.2.4 on all contractor containers
- Utilize "Oops!" tags or similar as a notice of needed actions – to alert customers of overflowing trash, contaminated recyclables, late set-outs, blocked containers or other unacceptable conditions
- Town reserves the right to suggest example language and to review and approve customer material (especially Spanish translations before distribution)

Recycling Outreach Program – In addition to the service notifications described above and in Section 3.2.10, the contractor shall implement a recycling outreach and promotion program to foster steadily increasing waste diversion and the generation of quality recyclables. The breadth and depth of this program shall be determined by the proposer to include an approach that balances completeness, appropriate impact over the contact term and cost-effectiveness.

The proposal description shall include the proposed media type, frequency and content of communication. The proposal may consider partnership with the Town for the generation and distribution of some materials (such as in regular utility bills) and other joint implementation efforts to ensure consistency in messaging and minimize costs. At a minimum the program should address:

- Environmental and economic impacts of rural recycling and the public's role in waste diversion
- Guidance and resources to reduce contamination
- Messaging and tools for recycling and organics recovery
- What diversion tracking and trash audit metrics mean (see Sections 3.2.9 and 3.4.2)
- Information on impacts to wildlife who have access to trash

- Additional information could include materials targeted to challenging customer groups such as homeowner associations, property managers/owners and schools

Service Center – The contractor shall operate a customer service center that customers can call during normal business hours and leave messages after hours.

Complaints – The contractor shall resolve all customer requests and complaints to the satisfaction of customers, and report resolutions to the Town.

### **3.2.9 Annual Trash Audit**

Understanding the potential for waste diversion is important for establishing a baseline, evaluating system success and making changes to better meet diversion goals. To maximize this potential, the contractor shall conduct a yearly trash audit in a manner that strikes the best balance between obtaining useful information and cost effectiveness. The audit shall be conducted on trash generated from the residential customers with individual and shared containers who are served under the Town’s contract and include:

- Physical sorts of representative samples – each sample should be at least 200 pounds
- Weight-based measurement of recyclables and organics that could have been diverted through existing programs – as well as any hazardous materials or those prohibited from disposal by local, state or federal law
- First trash audit shall be conducted no later than February 2020 to establish a baseline, repeated between September and October 2020 (to measure fall leaf debris) and annually thereafter
- Graphic results of findings and recommendations for program changes (such as modifying the minimal recyclables for collection in Table 3-2) – to be included in the contractor’s annual resource recovery report
- Additional information could include a comparison of Carbondale’s audit results to composition data from other Western Slope communities

The proposal shall include a methodology outline that specifies the process to be used for collecting representative samples, the number of samples each year and other key audit components (CDPHE has an example protocol that can be used as a guide for this methodology). The Town understands that annual audits can be resource-intensive but expects the contractor’s methodology to provide “snap-shot” results that are consistently provided each year rather than a comprehensive assessment of trash composition.

### **3.2.10 Pre-Service Start-Up Transition Services**

The transition from the existing system in which five haulers are providing regular collection services to the new system with a single contract (which may include one or more haulers) will involve many changes for customers, the contractor and the Town.

Town Responsibilities – The Town will:

- Develop and distribute a public notification for customer service selection - using service descriptions and pricing provided by the contractor
- Conduct the service level selection process – including identification of
  - Selected service levels by address
  - Addresses with customer-provided containers
  - Default customers
  - Service levels that are accurate at start-up may to change after the service start-up date
  - Customer data will be as accurate as customer participation and information allow

- Provide the contractor with a database of its customers and corresponding start-up service levels which will represent the initial service area to be served under this contract
- Host a website page(s) for trash and recyclables collection that is linked to the contractor's website
- Coordinate and facilitate up to three (3) public informational meetings

Contractor Responsibilities – The contractor shall:

- Coordinate a service transition schedule with the Town
- Provide the Town with service level descriptions and pricing prior to the service selection period
- Determine whether customer-provided containers are acceptable to future service (see Section 3.2.3) – and conduct any needed remedies
- Deliver all non-wildlife containers and as many requested wildlife containers as possible prior to the service start-up date
- Remove old containers (contractor-owned containers from contractor's existing customers only)
- Make initial container exchanges for different container sizes (different service levels) at no extra cost during first sixty (60) days after service start-up (non-wildlife containers only)
  - No-cost exchanges are limited to one per customer address
  - Default customers will not be eligible for a no-cost container exchange (the Town may make a case-by-case exception)
- Participate in public meetings coordinated by the Town
- Provide any suggestions to the Town as part of the proposal for conducting service level selection and transition activities in an efficient and effective manner

### **3.2.11 Optional Direct-to-Customer Collection Services**

The proposer may choose to provide additional collection services directly to the customer. Examples include:

- Curbside organics collection – including yard waste, brush and food waste
- Bulky item collection
- Other source-separated material collections
- Valet services – door-to-door, driveway collection, etc. to any customer
- Other direct-to-customer collection services

The contractor will bill customers directly for these collection services (if any). These optional collection service costs are not a required submittal for evaluation (i.e., they should not be added to the Appendix D pricing sheets). However, a list of customer fees for each service that will be provided to customers shall be appended to the proposal.

### **3.3 Customer Billing & Contractor Invoicing**

The Town of Carbondale will conduct customer billing and payment for regular residential curbside collection services identified in Section 3.2. The Town reserves the right to establish a utility customer rate structure that is different from the rate structure it pays the contractor, including charging an administrative fee.

The contractor shall:

- Understand that customer service tracking and reporting is critically important
- Enter all customer-related data in an electronic format that is acceptable to the Town no later than 4 pm every Friday except for holidays that fall on Fridays (in which case the data shall be submitted by 4 pm on the following Monday)

- Submit monthly invoices for all collections completed during the previous calendar month in an electronic format and with a level of detail that is acceptable to the Town – including
  - Total number customers in each service level category
  - Service level (trash, recycling, other) by address that highlights any changes from the previous month
  - Fees for services provided
  - Miscellaneous charges and/or adjustments
  - Total amount due
- Understand that the Town will retain full auditing rights of the contractor’s accounting records as they pertain to this contract

The contractor shall provide monthly invoices for services rendered and will be compensated as noted in Section 6.0.

### **3.4 Reporting**

All reports shall be written and electronically submitted.

#### **3.4.1 Quarterly Service Report**

The quarterly report shall be submitted for the previous calendar quarter. It shall include a log and photographs where applicable and:

- Customer complaints and resolutions by address
- Missed collections and resolutions by address
- Return collections due to late set-outs or blocked containers by address
- Addresses with overflow trash and recyclables
- Addresses with recyclables contamination of 25% or more
- Addresses with potentially abused containers (for subsequent verification by the Town)
- Any vehicle accidents or infractions
- Weight of each material collected (scale data is preferred – however, volume to weight conversion and estimations of residential Carbondale-only quantities will be acceptable with a methodology approved by the Town)
- What facility(ies) any Town trash, recyclables and organics were delivered to
- End-markets (i.e., buyers of materials from facilities that process Carbondale’s recyclables) – the Town realizes that this information may not be consistently available but expects the contractor to obtain and report a general sense of where materials were marketed
- Other information that the Town may reasonably request

#### **3.4.2 Annual Resource Recovery Report**

This report shall be submitted for the previous calendar year. The Town considers resource recovery information to be especially important for public education, gauging program success and identifying needed changes. The first annual report for the first full year of operation (i.e., calendar year 2020) will be especially important as it will document the Town’s baseline solid waste conditions including initial waste generation, waste reduction and trash audit results under the new collection system. All reports shall be developed in a manner suitable for sharing with the public and include:

- Annual landfill diversion by weight with a comparison to each previous year in the contract term
- Comparison of residential diversion rates to communities from Aspen to Parachute where the contractor provides collection or where the information is readily available to the public

- Trash audit results
- Identification of opportunities for additional or revised recycling based on diverted quantity/quality and disposed quantity, markets and economic viability and shall address
  - Recommendation for adding recyclables to the minimum list (see Table 3-2) or other changes to that list
  - Recommendations for changes needed to reduce the allowable recyclable contamination levels below 25% in the future
- Additional information is encouraged and could include other sustainability reporting relative to Carbondale collections – such as avoided landfill space, greenhouse gas reductions and/or other environmental metrics that will provide the Town and public with a broader perspective on the impacts of waste diversion

The contractor shall maintain all records for a minimum of three (3) years. Contractor records shall be available at all reasonable times for inspection by the Town.

## **4.0 CONTRACT B – SEASONAL YARD WASTE DROP-SITE COLLECTION**

The quantity of organics in Carbondale’s waste stream is unknown, but Pitkin County’s landfill waste (collected throughout the valley including Carbondale) included nearly 30% yard and food waste by weight. Curbside organics collection in the Town of Carbondale is currently provided by two haulers and is a voluntary subscription cost in addition to trash and recycling. Acceptable materials vary with the hauler but can include yard waste, food waste and other compostable materials. A relatively small percentage of residents currently subscribe to curbside service, but the Town has received many requests for a less expensive collection option for yard waste. The addition of a centralized, drop site for seasonal yard waste is intended to address this need.

### **4.1 Drop-Site Location**

The drop-site location shall be determined mutually by the contractor and Town. It may include a Town-operated property (such as the gravel parking lot immediately east of the Carbondale Town Hall) or contractor-owned property that is within three (3) miles of the Carbondale Town Hall. If Town property is used, it will be returned to its original condition at the end of each collection day. A proposed location shall be identified in the proposal.

### **4.2 Services**

The contractor shall provide seasonal drop-site collection of yard waste for residential and commercial properties within the Town of Carbondale who self-drop their materials (proof of eligibility will be required to obtain access to the drop-site). Landscaping, yard care, land-clearing and hauling companies will not be allowed to use the site.

Drop-site operations shall occur on the same two Saturdays each month beginning in May and ending in September each year during the contract term. Operation shall be for a minimum of three (3) consecutive hours daily, with a start time of no earlier than 8 am and an end time no later than 3 pm (hours shall be consistent within each season). The drop-site shall be staffed by contractor personnel during all operating hours. The contractor shall provide all security, signage, safety, containers, clean-up and other services including those activities needed to minimize the collection of any non-yard waste materials.

All collected yard waste shall be delivered to permitted compost facility. The Town is aware that compost facility operations in the valley have limited weekend hours. Any necessary storage to accommodate compost facility hours shall be short-term and shall not occur on Town-owned or Town-operated property.

Additional services shall include:

- Maintenance of all drop-site containers in clean and good working order
- Compliance with the vehicle and personal requirements of Sections 3.2.5 and 3.2.6, respectively
- Clean-up of all material spills, litter and vehicle leaks no later than the end of the same drop-site collection day on which they occurred
- Program promotion with hours of operation and acceptable materials – including but not limited to posting on the contractor’s website
- Means of accepting customer questions and complaints through its customer service center

### **4.3 Reporting**

The contractor shall provide a written and electronically-submitted summary of drop-site collection information at the end of each season that includes a monthly and total season break-down of:

- Number of customers served (including repeats)

- Number of tons collected by material type (e.g., yard waste, brush and other materials) – scale data is preferred but volume to weight conversion will be acceptable with a methodology approved by the Town
- Recommendations for revised operations in future seasons

#### **4.4 Billing & Contractor Compensation**

The cost of this service will be paid directly by the Town.

The contractor shall provide monthly invoices for drop-site collection services and will be compensated as noted in Section 6.0. Invoicing shall, and subsequent compensation will, occur only for those months during which drop-site services are conducted.

## **5.0 CONTRACT C – TOWN FACILITIES**

### **5.1 Services**

The contractor shall provide waste, recycling and cardboard collection at Town Hall, the Public Works Facility and the Waste Water Treatment Plant according to the following schedule:

#### Town Hall (511 Colorado Avenue)

- A single two- (2) cubic yard cardboard container collected once per week
- A single two- (2) cubic yard single-stream recyclables container collected once per week
- A single six- (6) cubic yard trash container collected once per week

#### Public Works (756 Highway 133, next to Grand Junction Pipe, 7 am to 3 pm)

- A single eight- (8) cubic yard cardboard container collected daily Monday through Friday
- A single three- (3) cubic yard single-stream recyclables container collected once per week
- Two (2) eight- (8) cubic yard trash containers collected twice per week

#### Waste Water Treatment Plant (171 Highway 133, behind the Red Rock Diner, 7 am to 3 pm)

- Two (2) two- (2) cubic yard trash containers collected twice per week - one is located outdoors, and one is inside a building
- A single twenty- (20) cubic yard roll-off container for trash (including branches, waste, leaves, grass clippings and other non-organic materials) - collected on as as-needed basis

### **5.2 Reporting**

The contractor shall provide an annual written and electronically-submitted summary of Town facility collection information at the end of each calendar year that includes a monthly and total annual break-down of:

- Any vehicle accidents or infractions
- Weight of each material collected (scale data is preferred – however, volume to weight conversion and estimations of residential Carbondale-only quantities will be acceptable with a methodology approved by the Town)
- What facility(ies) any Town trash, recyclables and organics (if collected separately) were delivered to
- Recyclable end-markets (i.e., buyers of materials from facilities that process Carbondale’s materials) – the Town realizes that this information may not be consistently available but expects the contractor to obtain and report a general sense of where materials were marketed
- Other information that the Town may reasonably request

### **5.3 Billing & Contractor Compensation**

The cost of this service will be paid directly by the Town.

The contractor shall provide monthly invoices for Town facility waste and recycling collection services and will be compensated as noted in Section 6.0. Invoicing shall, and subsequent compensation will, occur only for those services rendered.

## **6.0 CONTRACTOR COMPENSATION**

The contractor shall be compensated on a monthly basis for its services, with payment expected within thirty (30) days of invoicing (invoicing requirements were described in Section 3.3 for Contract A services, Section 4.4 for Contract B services and Section 5.3 for Contract C services). Any payment by the Town may be offset by any amount the contractor owes the Town for any reason.

### **6.1 Service Price Changes**

The Town agrees that the contractor's rate schedule will be adjusted annually beginning on the first anniversary of the service start-up date and annually thereafter to reflect changes in the cost of doing business and pending the Town's satisfaction with contractor services to date and resolution of any performance violations. The adjustments shall be as measured by fluctuations in the Consumer Price Index as published by the U.S. Department of Labor Bureau of Labor Statistics for the West Coast Region. Any percentage change in the Consumer Price Index shall equal the percent change in the contractor's rate schedule to a maximum of three percent (3%) per year.

### **6.2 Uncontrollable Costs**

The contractor may petition the Town for a rate schedule adjustment to accommodate uncontrollable costs such as landfill or recyclables processing tip fee increases, fuel cost increases, changes in applicable regulations or changes in government charges. Any year in which the regional Consumer Price Index exceeds seven percent (7%) shall also be considered a petition-able uncontrollable cost. Any petition shall include the documentation needed to justify the request. The Town reserves the right, as a condition of approval, to inspect contractor records that demonstrate the need for an adjustment. The Town has no obligation to approve any petition but anticipates that uncontrollable costs will occur and intends to negotiate in good faith.

## 7.0 CONTRACTOR PERFORMANCE

### 7.1 Performance Standards & Liquidated Damages

Any performance standard violation will become actionable if not resolved within twenty-four (24) hours (excluding weekend days or holidays) or as otherwise noted in Table 7-1. The Town may assess liquidated damages for improper and insufficient actions related to any service required by the contract and deduct said damages from the contractor’s monthly invoice amount. The Town will notify the contractor in writing of the basis of each assessment and will make a good faith effort to work with the contractor to resolve any disputes.

### 7.2 Contractor Performance Review

A review of contractor performance will be used by the Town to evaluate the contractor’s performance in completing the services required by this request for proposals and confirmed in its contract. The Town will conduct a review prior to any contract renewal. The Town also reserves the right to conduct a full review of contractor performance at any time during the contract term if any of the trigger levels listed in Table 9-1 are exceeded or any other condition identified in the contract (see Appendix B) occurs. If during the review process the Town finds that contractor performance is unacceptable (regardless of remedies completed or penalties paid), it may not choose to renew the contract or may subject the contractor to the requirements of the termination clause in the contract (Appendix B).

**Table 7-1 PERFORMANCE STANDARDS & LIQUIDATED DAMAGES**

PERFORMANCE STANDARD VIOLATION	LIQUIDATED DAMAGES	NUMBER OF OCCURRENCE TRIGGER	CONTRACT A RESIDENTIAL CURBSIDE TRASH & RECYCLING	CONTRACT B YARD WASTE DROP SITE	CONTRACT C TOWN SERVICES
Failure to distribute public notice at least 5 days prior to service start-up date	\$250 per day	1	√	Not Required	Not Required
Failure to provide service level descriptions & pricing 30 days prior to service level selection period	\$500 per day per	1	√	Not Required	Not Required
Failure to provide 3 service levels plus super saver service to all individual trash container accounts	\$500 per day per customer	1	√	Not Required	Not Required
Failure to provide minimum recycling or yard waste service (both minimum materials & level of service)	\$500 per day per customer request	1	√	√	Not Required
Failure to collect all trash & recyclables excluding Force Majeure & materials improperly set out by customer	\$500 per customer incident	1	√	Not Required	Not Required
Collection of overflow trash without customer notice & additional service fee	\$500 per customer	3	√	Not Required	Not Required

Collection of overflow recyclables without customer notice	\$500 per customer	3	✓	Not Required	Not Required
Management of properly set out recyclables as trash	\$3,000 per incident	1	✓	Not Required	Not Required
Failure to collect materials spilled during collection	Two times cost of clean-up incurred by Town	3	✓	✓	✓
Failure to clean-up vehicle leaks (within 48 hours of occurrence)	Two times cost of clean-up incurred by Town	2	✓	✓ (must be cleaned-up day of event)	✓
Failure to deliver trash or recyclables to permitted landfill or materials recovery facility – or yard waste to Pitkin County compost facility	\$3,000 per incident	1	✓	✓	✓
Failure to deliver initial containers prior to service start-up & within 2 days of customer request after start-up (non-wildlife) or within 5 days (wildlife)	\$250 per day per container	3	✓	Not Required	Not Required
Failure to maintain containers in clean & good working conditions (within 48 hours of observation by driver, customer or Town)	\$100 per container	3	✓	✓	✓
Failure to maintain vehicles that are clean, sanitary, covered & in good working order	\$250 per vehicle per occurrence	3	✓	✓	✓
Failure to cover vehicles that contain trash, recyclables, yard waste or other solid waste	\$250 per vehicle per occurrence	3	✓	✓	✓
Failure to appropriately license drivers	\$1,000 per driver per day	1	✓	✓	✓
Failure to provide every driver with safety training & enforce the no cell phone rule	\$1,000 per driver per day & \$500 per cell phone infraction	1	✓	✓	✓
Collection before 6 AM or after 8 PM or on any day other than specified collection day without Town's pre-approval	\$250 per incident (each truck on each route shall be a separate incident)	3	✓	Not Required	Not Required
Failure to provide required customer information	\$500 per day	1	✓	✓	Not Required
Failure to attend pre-service start-up public meetings	\$3,000 per failure	1	✓	Not Required	Not Required

Failure to resolve customer complaints (resolved or resolution scheduled within 48 hours)	\$250 per complaint	8	✓	✓	✓
Delay in providing monthly billing data	\$500 per day	2	✓	✓	✓
Delay in submitting reports	\$250 per day per report	3	✓	✓	✓
Misrepresentation in records or reporting	\$5,000 per incident	1	✓	✓	✓
Failure to operate yard waste drop-site at established location or during established days and hours	\$500 per incident	1	Not Required	✓	Not Required
Failure to leave yard waste drop-site in original condition (if Town property)	Two times cost of clean-up incurred by Town	2	Not Required	✓	Not Required

## **8.0 TOWN OF CARBONDALE CONTRACT**

Appendix B of this request for proposals includes the contracts which will be used for Contracts A, B and C. All proposers (regardless of services proposed on) shall review the standard contract and identify any modifications needed in order to fully execute the terms and conditions included therein. Any modifications shall be described in the contract certification form (Appendix C).

## 9.0 PROPOSER QUALIFICATIONS

Proposers for Contract A, B and C services shall provide the information described in Table 9-1 to verify minimum qualifications and company information. All required information shall be provided for the contractor and any subcontractors.

**Table 9-1 MINIMUM QUALIFICATIONS & PROPOSER INFORMATION REQUIREMENTS**

QUALIFICATION/ INFORMATION REQUIRED	CONTRACT A RESIDENTIAL CURBSIDE	CONTRACT B YARD WASTE DROP SITE	CONTRACT C TOWN SERVICES
Names and resumes of principal officers, partners and/or other officials including the name & resume of the individual who will be responsible for the Town contract	√	√	√
Company mission, vision & operational commitment to sustainability & community involvement	√	√	√
Description of Colorado Western Slope experience & qualifications – ideally in mountain conditions in winter seasons	√ Min 3 yrs of on-going, regular service to single- & multi-family units	√	√ Min 1 yr of commercial collection
Ability to comply with general terms & conditions of Town’s standard contract (Appendix B)	√	√	√
Secretary of State certification (may be appended to the proposal)	√	√	√
Statement verifying lack of any default, compliance issues or unresolved judgement	√	√	√
Copy of latest available financial statements – financial information will be treated as confidential (may be appended to the proposal)	√ May be appended to proposal	√ May be appended to proposal	Not required
References from clients for whom similar services were performed (Colorado references preferred) – include project description & contact details	√ Min 3 references with number of residential trash & recycling accounts, materials collected & type of pricing system	√ Min 2 references with materials collected, collection frequency & end use (compost, shred, landfill, etc.)	Not required
List of subcontractors with services to be provided & customer groups to be served by each	√	Not required	Not required
Other information to establish ability – may include examples such as public outreach materials, sustainability reports, data tracking graphics, etc. (may be appended to proposal)	√	√	√

## 10.0 SUBMITTALS

Proposals must be received electronically by the designated contact no later than 5 PM Mountain Standard Time on February 22, 2019. Late submittals will not be accepted.

### 10.1 Proposal Requirements

These requirements apply to proposal for all Contract A, B and C services unless otherwise noted below.

Submissions – Only electronic submittals will be accepted. Proposals shall be in .pdf format (preferred) or a Microsoft Word document.

Format – Proposals shall include the main proposal document and the cost proposal:

- The same section numbering, sequencing and titles as those used in this request for proposals for all submittal requirements
- Be double-sided and no longer than fifteen (15) pages in length for Contract A services (ten (10) pages for Contract B and C services) excluding resumes, appended forms, customer fee list for optional collection services and any example materials
- Required minimum qualifications and proposer information (see Table 9-1)
- Completed forms – including the proposer statement (Appendix A) and contract certification form (see Appendix C)
- Completed appropriate cost pricing sheets in Appendix D (for Contract A services), E (Contract B services) and F (Contract C services) – submitted in a separate file from all other request for proposal submittal requirements

Attainment of Town Goals – Every proposal shall describe the ability to make substantial progress towards the Town's three primary goals (Section 2.1) through the proposed services.

### 10.2 Proposal Document

Proposal document contents shall contain a description of proposed actions and services as requested below.

#### 10.2.1 Contract A – Residential Curbside Services

Proposals for these services shall include a proposed approach to the required services in Sections 3.2 through 3.4.

Service Information – At a minimum, this shall include:

- For customers with discrete, individual trash container service – provide
  - Description of super saver container and collection frequency
  - Estimate of container types, sizing and collection frequency for the small, medium, large (and larger if any) service levels for contractor-provided containers
  - Wildlife containers – including sizes available and probable pricing
- For customers with shared, communal trash container service – provide an estimate of size and collection frequency
- Identification of facility(ies) where trash and recyclables will be delivered at service start-up
- Container deployment schedule prior to service start-up
- Schedule for closing out existing accounts prior to service start-up regardless of current billing frequency or cycle such that no regular curbside collection service lapse occurs
- Vehicle fleet description – including level of automation (if any), co-collection (if any), alternative fuel (if any), communication features, schedule for cleaning and painting

- Staffing description for local management, drivers and customer service
- Description of safety training, implementation and enforcement program(s)
- Collection schedule for curbside trash and recyclables including day(s) of the week for discrete areas of Town (if applicable)
- Conversion factors for volume-to-weight conversions and estimating Carbondale-only materials
- Customer fee list for any optional collection services (see Section 3.2.11)
- Any other information the Town needs to understand the proposer's approaches or strategies

Proposer's Recommended Modifications to Required Services - The Town understands that this request for proposals is fairly prescriptive but encourages proposers to identify areas where Town goals could be met or exceeded if transition and/or on-going services were provided more efficiently or more effectively than required herein. These may include revisions to how requested services are provided, alternative services and/or partnership opportunities with the Town. Modifications may pertain to:

- Customer service level selection process (to be conducted by the Town) – recommendations for successful completion including logistics, notifications, obtaining customer input, etc.
- Curbside collection schedule – trash and recycling
- Criteria for determining gross container negligence
- Recycling program promotion and public outreach – such as partnership with the Town, implementation methods, etc.
- Minimizing wildlife interactions
- Trash audits

If any modifications to this request for proposals are proposed, these services should be described in the proposal document in terms of methodology, equipment, scheduling, location, reporting and expected outcomes so the Town may evaluate their value over the contract term. Contractor cost impacts (if any) associated with any modification shall be defined in the appropriate Appendix D cost pricing sheet as a comparison to costs for services prescribed in this request for proposals (i.e., \$Y for requested service versus \$Z for modified service).

### **10.2.2 Contract B – Yard Waste Drop-Site Collection**

Proposals for these services shall include a proposed approach to the required services in Section 4.0. Service information at a minimum should include:

- Proposed drop-site location
- Proposed May through September schedule
- Summary of proposed operations – including staffing, signage, schedule, short-term storage (if any) and other information needed to describe collection activities
- Public outreach strategy
- Customer service and complaint resolution strategy
- Recommended modifications (if any)

### **10.2.3 Contract C – Town Services**

Proposals for these services shall include a proposed approach to the required services in Section 5.0. Service information at a minimum should include:

- Proposed schedule
- Summary of proposed equipment, staff, operations

- Summary of proposed operations – including staffing, safety, signage, schedule and other information needed to describe collection activities
- Description of what facility(ies) trash, recyclables and organics will be delivered to.
- Recommended modifications (if any)

### 10.2.4 Cost Proposals

Each proposal shall include a completed section of the cost pricing sheets provided in Appendices D, E and F as appropriate. The costs shall:

- Be inclusive of all labor, equipment, materials management, transportation, fuel, tip fees, insurance, profit and other costs associated with the performance of required services – costs not listed in the proposal will not be allowed
- Serve as the basis of any future contract and shall establish the rate schedule for all services
- Shall not include any Consumer Price Index increases or any changes related to uncontrollable costs – the Town’s evaluation will consider costs in place on the effective date of the contract only
- Be provided in a separate file from all other submittal requirements - labelled “Cost Pricing Sheet – Contract \_\_ (letter) \_\_\_\_\_ (title)” and inclusive of the proposer’s name, the title of this request for proposals and submittal date

### 10.3 Proposal Evaluations

Each proposal will be evaluated by a team of Town staff and contractors. Any proposal that fails to address any requirement of the request for proposals will be considered non-responsive and not evaluated further. Responsive proposals will be evaluated based on the weighting factors described below.

**Table 10-1 PROPOSAL EVALUATION CRITERIA**

<b>CRITERIA</b>	<b>CONTRACT A RESIDENTIAL CURBSIDE TRASH &amp; RECYCLING WEIGHTING</b>	<b>CONTRACT B YARD WASTE DROP SITE WEIGHTING</b>	<b>CONTRACT C TOWN SERVICES WEIGHTING</b>
Minimum qualifications & references	0%	0%	0%
Ability to meet Town goals	10%	5%	5%
Commitment to sustainability in overall operations	5%	5%	5%
Strategy for waste reduction including public promotion & education	15%	5%	Not applicable
Strategy for effective reporting, baseline establishment, program measurement & data tracking	15%	Not applicable	Not applicable
Yard Waste Drop-Site Location	Not applicable	10%	Not applicable
Yard Waste Drop-Site Operations	Not applicable	10%	Not applicable
Town Service Operations	Not applicable	Not applicable	20%
Optional Services	5%	5%	5%
Cost	50%	60%	65%
Total	100%	100%	100%

**APPENDIX A  
PROPOSER STATEMENT**

**Town of Carbondale Request for Proposals Solid Waste Collection**

The following signed statement shall be provided with each proposal for any Contract A, B or C services.

The proposer identified below hereby proposes to furnish all labor, equipment, supplies, material management, transportation, fuel, tip fees, insurance, profit and other resources necessary to perform the services required in this request for proposals, the Town of Carbondale standard contract, exhibits and any addenda or attachments issued by the Town of Carbondale prior to the opening of proposals.

Such proposer will negotiate a service-specific contract with the Town of Carbondale that is based on the standard contract (see Exhibit B) within ten (10) business days of the issuance of Notice to Proceed by the Town.

Said proposer further agrees to complete all services required under the contract within the time stipulated and to accept in full payment therefore the pricing established in the appropriate cost pricing sheet (see Appendix D).

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Company Name

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Authorized Signature

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Name (please print)

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Title

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Date

## **EXHIBIT B-Contracts A, B and C**

### **CONTRACT A-AGREEMENT FOR RESIDENTIAL CURBSIDE TRASH AND RECYCLING COLLECTION**

This AGREEMENT FOR RESIDENTIAL TRASH AND RECYCLABLES COLLECTION (“Agreement”) is made and entered into this \_\_\_ day of \_\_\_\_\_, 2019, by and between the TOWN OF CARBONDALE, a Colorado home rule municipal corporation (the “Town”) and \_\_\_\_\_ (the “Contractor”), a \_\_\_\_\_.

#### **RECITALS**

WHEREAS, the 2017 Town of Carbondale Environmental Bill of Rights established that all residents and visitors shall have the right to solid waste reduction and increased recycling efforts. The same year, the Town’s Climate and Energy Action Full Plan set a 2050 goal of zero waste and identified the need to provide waste diversion programs to all residents, businesses, and construction projects; and

WHEREAS, the Town Board of Trustees has identified the following three primary goals for the management of residential trash and recyclables: (1) decrease the amount of trash managed through landfill disposal; (2) reduce traffic impacts associated with trash collection vehicles; and (3) reduce wildlife interactions associated with trash set-outs; and

WHEREAS, on \_\_\_\_\_, the Town published a Request for Proposals (RFP), which is attached hereto as Exhibit A and incorporated herein by reference, for trash removal and recycling services within Town limits; and

WHEREAS, the Town intends to engage a qualified private solid waste hauling and/or waste management company to provide residential curbside trash and recyclables collection (“Collection Services”); and

WHEREAS, Contractor submitted a proposal to perform Collection Services within the Town and to perform such work as may be incidental thereto; and

WHEREAS, following a review of each proposal received by a team of Town staff and contractors, the Board of Trustees voted to award the contract to Contractor based on the proposal evaluation criteria outlined in the RFP and subject to the execution of a mutually acceptable agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

#### **AGREEMENT**

1. SCOPE OF AGREEMENT. This Agreement pertains to Collection Services for residential units within Town limits. Residential units are defined as single-family detached

dwelling units and multiple-family attached dwelling units in complexes containing seven (7) or fewer dwelling units. Contractor's work under this Agreement shall consist of all the supervision, materials, equipment (other than containers provided by customers as further discussed in Section 5.b, below), labor, and other items necessary to collect and dispose of non-hazardous trash and commingled, single-stream recyclables from residential units in accordance with the provisions of this Agreement. This Agreement shall not be considered an exclusive franchise for services to the residents of the Town, and any residential customer may choose to negotiate with any other permitted collection service.

2. **SCOPE OF WORK.** Beginning on \_\_\_\_\_ the ("Service Start-Up Date") and continuing for the full term of this Agreement, the Contractor shall provide the following services to each customer that is identified in writing from time to time by the Town to the Contractor: regular collection of trash and single-stream recyclables, as more particularly described in Sections 3 and 4, below. Collection Activities shall occur at the curb or alley line depending on the customer's property and current service location.

3. **REGULAR CURBSIDE TRASH COLLECTION.** The Contractor shall regularly collect all non-hazardous solid trash that excludes source-separated recyclables, source-separated organics, special wastes, and any materials banned from landfill disposal by local or state law in accordance with the following requirements:

- a. Trash collection shall be based on volume-based service levels. The Contractor shall provide three standard trash service levels and a "Super Saver" service, as defined on Exhibit B, to residents of the Town with discrete, individual trash container service.
- b. Collection shall be provided weekly except for the Super Saver service, as more particularly described on Exhibit B, which option may include collection less frequently provided that the Town's wildlife requirements are met.
- c. Residents with shared, communal trash container service shall be provided with the container type and size determined by the property owner/manager and/or the Contractor.
- d. Trash container overflows shall not be collected without photographing the overflow, generating a customer notice of needed action, and charging appropriate, additional fees that are based on the volume-based pricing.
- e. All trash shall be disposed at a duly permitted landfill.

4. **RECYCLABLE SERVICES.** The Contractor shall provide regular collection of commingled, single-stream recyclables in accordance with the following requirements:

- a. All customer service pricing regardless of individual or communal container usage shall be based on trash service levels but shall include a bundled fee for trash and recyclables collection. The Contractor shall not charge extra for recyclables collection or management and shall not reduce fees based on a customer's decision not to recycle. Every customer will be required to pay for the minimum level of recycling service.

- b. For residents with discrete, individual trash container service, the minimum recycling service shall be the “medium service level,” as defined on Exhibit B, collected every other week.
- c. At a minimum, the Contractor agrees to collect the recyclables listed in Table 4-1, below.
- d. The Town reserves the right to require the Contractor to collect additional recyclables should its independent study indicate environmental and economic feasibility.
- e. Recyclable container overflows shall not be collected without photographing and generating a customer notice of needed action.
- f. Recyclables with 25% contamination or more by volume may be collected as trash or not collected at the Contractor’s discretion provided a customer notice of action needed is made.
- g. All recyclables shall be delivered to a permitted materials recovery facility

Table 4 -1 MINIMUM LIST OF RECYCLABLES FOR RESIDENTIAL COLLECTION

Corrugated cardboard	Phonebooks & paperback books
Brown paper bags	Plastic containers #1 & #2
Office paper	Aluminum
Newspaper	Steel/tin cans
Magazines	Glass bottles & jars
Paperboard (cereal/beer boxes)	

5. CONTAINERS.

- a. Trash and recyclable containers may be provided by the customer or the Contractor. The Contractor shall provide non-wildlife trash and recycling containers upon customer request and wildlife containers upon both customer and Town request. Containers may include:
  - i. Recycling bins.
  - ii. Two-wheeled trash carts for residents with individual container service (may either be non-wildlife or wildlife-resistant).
  - iii. Two-wheeled recycling carts for residents with individual container service.
  - iv. Dumpsters for residents with communal service to be used for trash and recycling (may either be non-wildlife or wildlife-resistant).
- b. Containers Provided by Customers. Before the Service Start-Up Date, the Contractor shall verify adequacy of any customer-provided containers for use in the volume-based system (customers with individual trash container service only) for compliance with the Town’s wildlife regulations, as applicable, and for compatibility with Contractor equipment.
- c. Contractor-Provided Containers.
  - i. Containers provided by the Contractor shall:
    - 1. Comply with Article 3 of the Town of Carbondale Municipal Code, as may be amended from time to time, including but not limited to the wildlife regulations as described below.
    - 2. Be owned and maintained by the Contractor over the contract term.
    - 3. Be kept clean and in good working condition.

- ii. Contractor-provided containers shall be replaced with a new or repaired container at no cost to the customer except in instances of gross negligence by the customer. The Town will be the final arbiter of gross negligence if there is a dispute between the customer and Contractor.
- iii. Labels. Containers shall be affixed with labels or stickers that provide the Contractor's contact information, describe excluded materials for all trash containers, and describe acceptable and unacceptable materials on all recyclable containers. The labels shall emphasize graphics over words. Any wording shall be provided in both English and Spanish. Labels with the same content shall be provided to customers who provide their own containers.
- iv. Delivery. Non-wildlife containers shall be delivered within two (2) business days of customer request after the Service Start-Up Date. Wildlife containers shall be delivered within five (5) business days of customer or Town request after the Service Start-Up Date. The Town recognizes that not all container sizes will be available and will work with the contractor to assess pending container needs over the Agreement term.
- v. Exchanges and Service Level Changes.
  - 1. The Contractor shall make initial container exchanges for a different container size at no extra cost during the first sixty (60) calendar days after the Service Start-Up Date (non-wildlife containers only). This no-cost exchange shall be limited to one per customer address.
  - 2. Default service level customers will not be eligible for a no-cost container exchange unless approved by the Town on a case-by-case basis.
  - 3. Container exchanges and service level changes that impact on-going, regular curbside collection shall be completed by the Contractor, included in the Contractor's monthly invoice, and assessed by the Town on customer utility bills.
- d. Wildlife Protection Requirements. The Town will conduct compliance activities to ensure compliance with the wildlife protection requirements contained within Article 3 of the Municipal Code, as may be amended from time to time. The Town will request that the Contractor provide a wildlife container (the size will be based on the customer's trash service level at the time of non-compliance) to repeat offenders, as more particularly defined in Article 3, with the cost of the wildlife container assessed on customer utility bills. The Town will engage in a reasonable effort to keep the Contractor apprised of pending wildlife container needs.
- e. Customers who do not provide their own containers and do not select alternative service levels shall be provided a default level of service equal to weekly medium trash service level and medium recycling service, as defined on Exhibit B, collected every other week regardless of current service. Both shall be non-wildlife containers (unless otherwise directed by the Town).
- f. Customers who provide their own containers but do not select alternative service levels shall be provided the same default level of service and the

appropriate containers if the customer's existing containers do not match the default service level.

6. HOURS AND DAYS OF OPERATION. [Insert details based on proposals.] At a minimum, Contractor routes shall be established to limit collections in discrete areas of the Town to one day per week. Trash and recyclables shall be collected from each residence on the same day. All collections shall be conducted between 7 AM and 7 PM on the normal mid-week collection day(s), and 8 AM to 5 PM on Saturdays when approved in advance by the Town. No collections shall occur on Sundays or holidays. Holidays shall include the six (6) days when the Pitkin County Landfill is closed.

7. SPECIAL SERVICES. The contractor shall provide door-to-door services to any physically impaired customers at no additional cost. The Town will provide a list of applicable addresses to the Contractor and update it as necessary.

8. PERSONNEL. The contractor shall maintain adequate and proper staff whose expertise will assure efficient operation of the services herein specified. All vehicle drivers shall be:

- a. Licensed by the State of Colorado to operate commercial vehicles.
- b. Alert, careful, courteous, and competent.
- c. Appropriately trained in operations and safety measures.
- d. Provided with appropriate communication tools. Cells phones shall not be used in a moving vehicle.

9. TRUCKS AND EQUIPMENT. The contractor shall provide all vehicles and equipment needed for collection of all trash and recyclables and for transfer to a landfill or recyclables processing facility in an efficient and environmentally sensitive manner. The Contractor shall not assign any vehicle to the program where the performance of its component parts is likely to cause damage to other components, jeopardize public safety, or be contrary to Colorado vehicle codes. The Contractor agrees to perform all work outlined in such a manner as to meet all accepted standards for safe practices during operations and to safely maintain stored equipment, machines, and materials consequential or related to the work. The Contractor shall agree additionally to accept the sole responsibility for complying with all local, county, state, federal or other legal requirements, including, but not limited to safety and inspection regulations. Any vehicle leaks that originate during collection at customer sites or any transportation associated with collection shall be cleaned up as soon as possible but no later than forty-eight (48) hours after the occurrence. The Contractor will consider the use of alternative fuel vehicles during the Agreement term as fleet replacement occurs, diesel prices increase, and fueling stations in the Roaring Fork Valley become more accessible. A current evaluation of this option will be a necessary component of any fuel surcharge petition by the Contractor (see Section 14, below).

10. LITTER OR SPILLAGE. The Contractor shall not litter premises in the process of making collections, but the Contractor shall not be required to collect any trash or recyclables that have not been placed in approved carts or in a manner as provided in this Agreement. During hauling, all trash and recyclables shall be contained, tied, or enclosed so that leaking, spillage, or blowing of materials is minimized. In the event of any material leakage or

spillage by the Contractor, the Contractor shall be required to clean up the litter caused by the leakage or spillage. Customer containers shall be left in an orderly fashion.

11. FEES. The Contractor is solely responsible for all costs, charges, fees, fines, taxes, and any other assessments associated with collection, management, and disposal of trash, recyclables, and any other materials collected pursuant to this Agreement.

12. HOMEOWNERS ASSOCIATIONS. There are several homeowner associations, planned urban developments, and neighborhood groups in the Town. Several of these groups are parties to existing solid waste collection contracts. These groups are required to become recipients of the Contractor's services pursuant to this Agreement on or before the expiration date of any existing solid waste collection contract. The Town will notify the Contractor in writing before the Contractor is required to begin serving customers in such areas.

13. PROMOTION, OUTREACH, AND CUSTOMER SERVICE. The Contractor shall be responsible for all customer service functions with the exception of those functions expressly reserved to the Town as described in Section 16 (Customer Billing) and Section 18 (Transition Services).

- a. Required service notifications. The Contractor shall:
  - i. Provide every customer with an information packet or flyer on service level options at least five (5) days prior to the Service Start-Up Date and every twelve (12) months from the contract effective date or more frequently if service information changes. The contents of such packet or flyer shall be multi-color and user-friendly and should emphasize graphics over words. Any wording shall be in both English and Spanish. The Town reserves the right to suggest example language and to review and approve customer material before distribution. The packet or flyer shall include the following:
    1. Description of service options, non-wildlife and wildlife containers, collection frequency, and pricing for trash and recycling.
    2. A collection schedule calendar alternative collection dates for holidays.
    3. Directions for changing service levels and obtaining wildlife containers.
    4. Listing of acceptable and unacceptable trash and recyclable materials.
    5. Guidance for managing trash and recyclables that do not fit in containers.
  - ii. Maintain an up-to-date Town page on the Contractor's website with the information listed above in Section 13(a)(i)(1)-(5).
  - iii. Maintain the container labels/stickers described in Section 5(c)(iii) on all contractor containers.

- iv. Utilize tags to provide notice of needed actions (e.g. to alert customers of overflowing trash, contaminated recyclables, late set-outs, blocked containers, or other unacceptable conditions).
- b. Recycling Outreach Program. In addition to the service notifications described above, the Contractor shall implement a recycling outreach and promotion program to foster steadily increasing trash diversion and the generation of quality recyclables. [Insert details after proposals received.]
- c. Service Center. The Contractor shall operate a customer service center that customers can call during normal business hours and leave messages after hours.
- d. Complaints. The Contractor shall resolve all customer requests and complaints to the satisfaction of customers, and report resolutions to the Town.

14. **PRICE CHANGE.** The Contractor's rate schedule shall be adjusted annually beginning on the first anniversary of the Service Start-Up Date and annually thereafter to reflect changes in the cost of operations. The adjustments shall be as measured by fluctuations in the Consumer Price Index as published by the U.S. Department of Labor Bureau of Labor Statistics for the West Coast Region. Any percentage change in the Consumer Price Index shall equal the percent change in the Contractor's rate schedule to a maximum of three percent (3%) per year.

- a. **Uncontrollable Costs.** Contractor may, in writing, petition the Town for a rate schedule adjustment to accommodate costs such as landfill or recyclables processing tip fee increases, fuel cost increases, changes in applicable regulations, or changes in government charges (collectively, "Uncontrollable Costs"). Any year in which the regional Consumer Price Index exceeds seven percent (7%) may also be considered an Uncontrollable Cost. In addition to the written notice, Contractor shall provide the Town with any other information regarding such increase reasonably requested by Town before any such increase becomes effective; provided, however, the parties recognize that notice of some increases in Uncontrollable Costs may be provided after the increase in such Uncontrollable Cost becomes effective. The Town reserves the right, as a condition of approval, to inspect Contractor records that demonstrate the need for an adjustment. The Town's approval of any petition shall not be unreasonably withheld.

15. **CUSTOMER BILLING.** The Town will conduct customer billing and payment for regular residential curbside Collection Services. The Town reserves the right to establish a utility customer rate structure that is different from the rate structure it pays the Contractor, including charging an administrative fee.

16. **CONTRACTOR INVOICING, DATA REQUIREMENTS, AND COMPENSATION.**

- a. **Monthly Invoices.** No later than five (5) business days following the end of the calendar month, the Contractor shall submit to the Town monthly invoices for all collections completed during the previous calendar month in an electronic

format acceptable to the Town and including, at a minimum, the following information:

- i. total number of customers in each service level category;
  - ii. service level (trash, recycling, other) by residential address that highlights any changes from the previous month;
  - iii. fees for services provided;
  - iv. miscellaneous charges and/or adjustments; and
  - v. total amount due.
- b. Weekly Data Requirements. The Contractor shall submit all customer-related data in an electronic format that is acceptable to the Town no later than 4 PM every Friday except for holidays that fall on Fridays (in which case the data shall be submitted by 4 PM on the following Monday).
- c. Compensation. The Contractor shall be compensated on a monthly basis for its services with payment expected within thirty (30) days of invoicing. Any amount the Contractor owes the Town for any reason may be deducted from any monthly payment by the Town.
- d. Auditing Rights. The Town retains all rights to audit the Contractor's accounting records as they pertain to this Agreement.

#### 17. RECORDKEEPING AND REPORTING.

- a. Quarterly Service Report. No later than 10 business days following the end of each calendar quarter, Contractor shall provide a written quarterly service report ("Quarterly Service Report") to the Town that addresses the previous calendar quarter. The Quarterly Report shall include a service log and photographs, as applicable. Additionally, the Quarterly Report shall include the following:
- i. Customer complaints and resolutions by address.
  - ii. Missed collections and resolutions by address.
  - iii. Return collections due to late set-outs or blocked containers by address.
  - iv. Addresses with overflow trash and recyclables.
  - v. Addresses with recyclables contamination of 25% or more.
  - vi. Addresses with abused containers (for subsequent verification by the Town).
  - vii. Any vehicle accidents or infractions.
  - viii. Weight of each material collected (scale data is preferred; however, volume to weight conversion and estimations of residential Town-only quantities will be acceptable with a methodology approved by the Town).
  - ix. What facility(ies) any Town trash, recyclables and organics were delivered to.
  - x. End-markets (i.e., buyers of materials from facilities that process Carbondale's recyclables).
  - xi. Any other information that the Town may reasonably request from time to time.
- b. Annual Resource Recovery Report. The Contractor shall provide an annual resource recovery report ("Annual Report") to the Town by February 1 of each calendar year. The first Annual Report shall be submitted by February 1, 2021.

Each Annual Report shall be drafted in a manner suitable for sharing with the public and shall, at a minimum, include the following:

- i. Annual landfill diversion by weight with a comparison to each previous year in the contract term.
  - ii. Comparison of residential diversion rates to communities from Aspen to Parachute where the Contractor provides collection or where the information is readily available to the public.
  - iii. Annual trash audit results.
  - iv. Identification of opportunities for additional or revised recycling based on diverted quantity/quality and disposed quantity, markets and economic viability, including:
    1. Recommendations for adding recyclables to the minimum list (see Table 4-1) or other changes to that list.
    2. Recommendations for changes needed to reduce the allowable recyclable contamination levels below 25% in the future.
  - v. Any other information that the Town may reasonably request from time to time.
- c. All reports shall be written and electronically submitted.
- d. Annual Trash Audit. The Contractor shall conduct a yearly trash audit (“Audit”) to obtain useful information on the collection services and cost effectiveness. The first Audit shall be conducted no later than February 2020 to establish a baseline, and an Audit shall be repeated between September and October 2020 (in order to measure fall leaf debris). Audits shall be repeated once annually thereafter. The Contractor’s Annual Report shall include graphic results of Audit findings and recommendations for program changes. The Audit shall be conducted on trash generated from the residential customers with individual and shared containers who are served under this Agreement and shall cover the following:
  - i. Physical representative samples (each sample should be at least 200 pounds).
  - ii. Weight-based measurements of recyclables and organics that could have been diverted through existing programs.
  - iii. Hazardous materials or those prohibited from disposal by local, state, or federal law.
- e. Recordkeeping. The Contractor shall maintain in its local office full and complete operations and Customer service records pertaining to services provided under this Agreement (the “Records”). The Records shall be maintained for a minimum of three (3) years. The Records shall at all reasonable times be open for inspection and copying for any reasonable purpose of the Town upon prior written notice to the Contractor.

18. TRANSITION SERVICES. During the period between the effective date of this Agreement and the Service Start-Up Date, the parties shall have the following responsibilities:

- a. Town Responsibilities. The Town will:

- i. Develop and distribute a public notification for customer service selection, using the service level descriptions and pricing described on Exhibit B.
  - ii. Conduct the service level selection process, including identification of:
    - 1. Selected service levels by address;
    - 2. Addresses with customer-provided containers; and
    - 3. Default customers.
  - iii. Provide the Contractor with a database of its customers and corresponding start-up service levels which will represent the initial service area to be served under this Agreement. The Town will endeavor to provide the most accurate customer data as customer participation and available information will allow. The Contractor agrees that service levels that are accurate on the Service Start-Up Date may need to change after such date.
  - iv. Host a website page(s) for trash and recyclables collection that is linked to the Contractor's website.
  - v. Coordinate and facilitate up to three (3) public informational meetings.
- b. Contractor Responsibilities. The Contractor shall:
- i. Provide the Town with service level descriptions and pricing at least 15 days prior to the service selection period.
  - ii. Determine whether customer-provided containers are acceptable to future service and conduct any needed remedies.
  - iii. Deliver all non-wildlife containers and as many requested wildlife containers as possible prior to the Service Start-Up Date.
  - iv. Remove old containers owned by the Contractor from Contractor's existing customers.
  - v. Participate in public meetings coordinated by the Town.
  - vi. Provide any suggestions to the Town as part of the proposal for conducting service level selection and transition activities in an efficient and effective manner.

19. **OPTIONAL DIRECT-TO-CUSTOMER COLLECTION SERVICES.** The Contractor may choose to provide additional collection services directly to the customer, including but not limited to curbside organics collection (e.g. yard waste, brush, and food waste), bulky item collection, other source-separated material collections, and valet services. The Contractor will bill customers directly for any additional collection services.

20. **EFFECTIVE DATE, TERM, COMMENCEMENT OF SERVICES, RIGHT FOR RENEGOTIATION.** This Agreement shall be deemed effective upon the signature of both parties ("Commencement Date"). This Agreement shall continue in effect for a term of five (5) years from the Commencement Date unless terminated or renegotiated as provided herein. The parties shall have the option of renewing this Agreement for two (2) consecutive two (2) -year periods ("Renewal Period(s)"). If either party desires to renew this Agreement, said party shall provide written notice to the other within ninety (90) days of the date the Initial Term or Renewal Period, as applicable, ends pursuant to this Section 20.

21. **NO INTERFERENCE.** Any activities, actions, or services performed under this Agreement shall not materially interfere with Town operations.

22. **CONTRACTOR PERFORMANCE REVIEW.** A review of Contractor performance will be used by the Town to evaluate the Contractor’s performance in completing the services required by this Agreement. The Town will conduct a review prior to any contract renewal. The Town also reserves the right to conduct a full review of contractor performance at any time during the contract term.

23. **FAILURE TO PERFORM.** The Town expects high levels of customer and collection services. Improper and insufficient actions or omissions related to any service required by this Agreement will be discouraged, to the extent possible, through liquidated damages and through default for more serious lapses in service requirements. Contractor agrees that, as to the matters set forth in Section 24 below, damage to the Town and the public interests it protects are not susceptible to ready determination as to the dollar amount of such damage, and that the liquidated damage amounts that are set forth in Section 24 below are reasonable estimates as to the dollar amount of damage incurred in relation to each offending act or omission.

24. **LIQUIDATED DAMAGES.** Liquidated damages may be assessed for the actions and omissions set forth herein upon the following conditions:

- a. The Town must timely provide Contractor written documentation which sets forth the location, date, time, duration and a detailed description of the specific nature of the violation.
- b. Contractor shall have up to twenty-four (24) hours (excluding weekend days or holidays) or as otherwise noted below to resolve the violation to the reasonable satisfaction of the Town.
- c. If after twenty-four (24) hours (excluding weekend days or holidays) the violation remains unresolved, the Town may assess liquidated damages and deduct said damages from the Contractor’s monthly invoice amount.

**PERFORMANCE STANDARDS & LIQUIDATED DAMAGES**

<b>PERFORMANCE STANDARD VIOLATION</b>	<b>LIQUIDATED DAMAGES</b>	<b>NUMBER OF OCCURRENCE TRIGGER</b>
Failure to distribute public notice at least 5 days prior to service start-up date	\$250 per day	1
Failure to provide service level descriptions & pricing 15 days prior to service level selection period	\$500 per day per	1

Failure to provide 3 service levels plus super saver service to all individual trash container accounts	\$500 per day per customer	1
Failure to provide minimum recycling service	\$500 per day per customer request	1
Failure to collect all trash & recyclables excluding Force Majeure & materials improperly set out by customer	\$500 per customer incident	1
Collection of overflow trash without customer notice & additional service fee	\$500 per customer	3
Collection of overflow recyclables without customer notice	\$500 per customer	3
Management of properly set out recyclables as trash	\$3,000 per incident	1
Failure to collect materials spilled during collection	Two times cost of clean-up incurred by Town	3
Failure to clean-up vehicle leaks (within 48 hours of occurrence)	Two times cost of clean-up incurred by Town	2
Failure to deliver trash or recyclables to permitted landfill or materials recovery facility	\$3,000 per incident	1
Failure to deliver initial containers prior to service start-up & within 2	\$250 per day per container	3

days of customer request after start-up (non-wildlife) or within 5 days (wildlife)		
Failure to maintain containers in clean & good working conditions (within 48 hours of observation by driver, customer or Town)	\$100 per container	3
Failure to maintain vehicles that are clean, sanitary, covered & in good working order	\$250 per vehicle per occurrence	3
Failure to cover vehicles that contain trash, recyclables, yard waste or other solid waste	\$250 per vehicle per occurrence	3
Failure to appropriately license drivers	\$1,000 per driver per day	1
Failure to provide every driver with safety training & enforce the no cell phone rule	\$1,000 per driver per day & \$500 per cell phone infraction	1
Collection before 6 AM or after 8 PM or on any day other than specified collection day without Town's pre-approval	\$250 per incident (each truck on each route shall be a separate incident)	3
Failure to provide required customer information	\$500 per day	1
Failure to attend pre-service start-up public meetings	\$3,000 per failure	1

Failure to resolve customer complaints (resolved or resolution scheduled within 48 hours)	\$250 per complaint	8
Delay in providing monthly billing data	\$500 per day	2
Delay in submitting reports	\$250 per day per report	3
Misrepresentation in records or reporting	\$5,000 per incident	1

Notwithstanding the liquidated damages set forth herein, the Town has the right to exercise any and all remedies it may have with respect to these and other violations of Town codes, laws, rules and regulations and breaches of this Agreement. Any schedule of liquidated damages shall not affect the Town’s ability to terminate this Agreement for breach.

25. NON-APPROPRIATION. To comply with the provisions of Article X, Section 20 of the Constitution of the State of Colorado, if the Town fails to annually appropriate sufficient money to fund any financial obligations arising out of this Agreement, this Agreement will be considered to have been terminated by the Town.

26. TERMINATION.

- a. In the event of a failure by Contractor to perform any material provision of this Agreement, the Town may give written notice of such breach to the Contractor along with at least thirty (30) days to correct such breach (the “Cure Period”), provided that, if such breach is of a nature that it cannot be cured within 30 days, then the time for cure shall be extended provided that Contractor promptly commences cure and diligently completes cure within a reasonable time. The Town may terminate this Agreement after such Cure Period if Contractor has not adequately corrected such breach in accordance with this Agreement (unless such breach and/or failure to cure is due to a Force Majeure event, in which case Contractor’s performance hereunder shall be suspended for the duration of such Force Majeure event and a reasonable period thereafter), and the Town so notifies Contractor in writing of such termination action. Except for such right during the initial term of this Agreement, neither party shall have any further obligation under this Agreement other than for claims for personal injuries or property damage as expressly provided in this Agreement and arising prior to such termination date.
- b. In the event of a failure by Town to perform any material provision of this Agreement, the Contractor may give written notice of such breach to the Town

along with at least thirty (30) days (the “Cure Period”) to correct such breach. Contractor may terminate this Agreement after such Cure Period if Town has not adequately corrected such breach in accordance with this Agreement and Contractor so notifies Town in writing of such termination action.

27. INDEPENDENT CONTRACTOR. Contractor and any persons employed by Contractor for the performance of work hereunder shall be independent contractors and not agents of the Town. Any provisions in this Agreement that may appear to give the Town the right to direct Contractor as to details of doing work or to exercise a measure of control over the work mean that Contractor shall follow the direction of the Town as to end results of the work only. As an independent contractor, Contractor is not entitled to worker’s compensation benefits except as may be provided by the independent contractor nor to unemployment insurance benefits unless unemployment compensation coverage is provided by the independent contractor or some other entity. The Contractor is obligated to pay all federal and state income tax on any moneys earned or paid pursuant to this Agreement.

28. INSURANCE. Contractor shall procure and maintain, and shall cause any subcontractor of the Contractor to procure and maintain, the minimum insurance coverage listed below. Such coverage shall be procured and maintained with forms and insurers acceptable to the Town. All coverage shall be continuously maintained to cover all liabilities, claims, demands, and other obligations assumed by the Contractor. In the case of any claims-made on the policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. The policies required below, except for the Worker’s Compensation insurance, shall include the Town as an additional insured.

- a. Worker’s Compensation. Contractor shall provide Worker’s Compensation insurance in an amount sufficient to cover obligations imposed by the Worker’s Compensation Act of Colorado and any other applicable laws for any such employee engaged in the performance of work under this Agreement.
- b. Comprehensive General Liability. Contractor shall provide Comprehensive General Liability insurance with the minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) and TWO MILLION DOLLARS (\$2,000,000) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground hazards. The policy shall be on an occurrence basis and shall contain a severability of interests provision and a waiver of subrogation in favor of both the parties.
- c. Automobile Liability. Contractor shall provide Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000) each occurrence with respect to each of the Contractor’s owned, hired or non-owned

vehicles assigned to or used in the performance of services. The policy shall be on an occurrence basis and shall contain a severability of interests provision and a waiver of subrogation in favor of both the parties.

29. INDEMNIFICATION. The Contractor agrees to indemnify, defend, and hold harmless the Town and its elected and appointed officers, employees, agents, and insurers from and against any and all claims and liabilities (including without limitation claims and liabilities related to bodily injury or property damage), directly or indirectly arising out of, resulting from or related to this Agreement. The Contractor's agreement to indemnify the Town shall include the obligation to pay any attorneys' fees or costs incurred by the Town in defense of any such claims. The obligations of Contractor under this section shall survive the expiration or termination of this Agreement.

30. NOTICE. All notices required to be given hereunder shall be hand delivered with receipt required or sent by certified or registered mail to such party's representative at the address of the party set forth below. In addition to, but not in lieu of a hard-copy notice, notice may also be sent by e-mail to the e-mail addresses set forth below. Either party may from time to time designate by written notice substitute addresses or persons to whom such notices shall be sent. Unless otherwise provided herein, all notices shall be effective upon receipt.

TOWN:  
Town of Carbondale  
c/o Jay Harrington, Town Manager  
511 Colorado Avenue  
Carbondale, CO 81623  
jharrington@carbondaleco.net

CONTRACTOR:

31. FORCE MAJEURE. "Force Majeure" means any act or event that prevents a party from performing its obligations in accordance with the Agreement where the act or event is beyond the reasonable control and not the result of the fault or the negligence of the affected party and such party is unable to overcome such act or event through the exercise of due diligence. Such acts and events, include but are not limited to, acts of God, fire, explosion, accident, flood, severe storms, earthquake, epidemic, war, riot, strikes, lockouts, rebellion, and restraints or injunctions, not resulting from a party's breach of any terms and conditions of this Agreement or any other contractual commitment. In cases of inclement weather, the Contractor and the Town shall agree for what period of time and upon what conditions collection service shall be suspended and such suspension shall be considered a Force Majeure event.

32. COMPLIANCE WITH LAW. The work and services to be performed by the Contractor hereunder shall be done in compliance with all applicable federal, state, county, and Town laws, ordinances, rules, and regulations.

33. VENUE AND APPLICABLE LAW. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in the County of Garfield, State of Colorado.

34. GOVERNMENTAL IMMUNITY. No provision of this Agreement shall be construed as a waiver or abrogation of, or an intent to waive or abrogate, any of the monetary limitations or any other rights, immunities or protections afforded to either Party or their respective directors, officials, officers, agents, and employees, by the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101, *et seq.*, as it may be amended from time to time.

35. NO WAIVER. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement shall not constitute a waiver of any of the other terms or obligations of this Agreement.

36. ASSIGNMENT. This Agreement shall be binding upon the parties hereto, their successors, or assigns. The Contractor shall not assign this Agreement, in whole or in part, or assign any rights to payment hereunder, without prior written consent of the Town, which consent shall not be unreasonably withheld, delayed, or qualified, however, the Contractor may assign this Agreement, without consent, to an entity controlled by, or under common control of the Contractor.

37. DEFAULT ATTORNEY FEES. In the event that suit is brought regarding this Agreement, the prevailing party shall be entitled to its reasonable attorney fees and related court costs.

38. ENTIRE AGREEMENT AND AMENDMENT. This Agreement represents the entire Agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties.

39. AUTHORITY TO EXECUTE AGREEMENT. The signatory of the Contractor represents and warrants that he/she has been duly authorized by the Contractor to enter into this Agreement and has full power and authority to bind the Contractor to the terms and conditions of this Agreement.

40. IMMIGRATION COMPLIANCE. Contractor also agrees to be bound by the terms of Exhibit C as related to compliance with Colorado immigration laws, which addendum is incorporated by reference.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

ACCEPTED by the TOWN:

TOWN OF CARBONDALE, COLORADO,  
a Colorado home rule municipal corporation

By: \_\_\_\_\_  
Dan Richardson, Mayor  
511 Colorado Avenue  
Carbondale, CO 81623

ATTEST:

\_\_\_\_\_  
Cathy Derby, Town Clerk

STATE OF COLORADO    )  
  ) ss.  
COUNTY OF GARFIELD    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2019, by Dan Richardson, Mayor, Town of Carbondale and Cathy Derby, Town Clerk, Town of Carbondale.

My commission expires \_\_\_\_\_.  
Witness my hand and official seal.

\_\_\_\_\_  
Notary Public



**EXHIBIT A**  
**Request for Proposals**

**EXHIBIT B**

**Pricing and Service Level Addendum**

## EXHIBIT C

Work by Illegal Aliens Prohibited. Pursuant to Section 8-17.5-101, C.R.S., *et. seq.*, as amended, Contractor warrants, represents, acknowledges, and agrees that:

1. Contractor does not knowingly employ or contract with an illegal alien.
2. Contractor shall not knowingly employ or contract with an illegal alien to perform work or enter into a contract with a sub-contractor that fails to certify to Contractor that the sub-contractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.
3. Contractor has participated in or attempted to participate in the basic pilot employment confirmation program created in Public Law 208, 104<sup>th</sup> Congress, as amended, and expanded in Public Law 156, 108<sup>th</sup> Congress, as amended, administered by the Department of Homeland Security (hereinafter, “Basic Pilot Program”) in order to confirm or attempt to confirm the employment eligibility of all employees who are newly hired for employment in the United States. If Contractor is not accepted into the Basic Pilot Program prior to entering into this Agreement, Contractor shall forthwith apply to participate in the Basic Pilot Program and shall submit to the Town written confirmation of such application within five (5) days of the date of this Agreement. Contractor shall continue to apply to participate in the Basic Pilot Program, and shall confirm such application to the Town in writing, every three (3) months until Contractor is accepted or this Agreement is completed, whichever occurs first. This Paragraph 3 shall be null and void if the Basic Pilot Program is discontinued.
4. Contractor shall not use the Basic Pilot Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.
5. If Contractor obtains actual knowledge that a sub-contractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Contractor shall be required to:
  - (a) notify the sub-contractor and the Town within three (3) days of when Contractor has actual knowledge that the sub-contractor is employing or contracting with an illegal alien; and
  - (b) terminate the subcontract with the sub-contractor if within three (3) days of receiving the notice required pursuant to this subparagraph the sub-contractor does not stop employing or contracting with the illegal alien; except that Contractor shall not terminate the contract with the sub-contractor if during such three (3) days the sub-contractor provides information to establish that the sub-contractor has not knowingly employed or contracted with an illegal alien.
6. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment (“Department”) made in the course of an investigation that the Department is undertaking pursuant to the authority established in subsection 8-17.5-102(5), C.R.S.

7. If Contractor violates this Exhibit C, the Town may terminate this Agreement for breach of contract. If this Agreement is so terminated, Contractor shall be liable for actual and consequential damages to the Town arising out of said violation.

By: \_\_\_\_\_

Dated: \_\_\_\_\_

**CONTRACT B-AGREEMENT FOR YARD WASTE DROP SITE COLLECTION**

This AGREEMENT FOR THE COLLECTION OF YARD WASTE AT A DROP SITE LOCATION (“Agreement”) is made and entered into this \_\_\_ day of \_\_\_\_\_, 2019, by and between the TOWN OF CARBONDALE, a Colorado home rule municipal corporation (the “Town”) and \_\_\_\_\_ (the “Contractor”), a \_\_\_\_\_.

**RECITALS**

WHEREAS, the 2017 Town of Carbondale Environmental Bill of Rights established that all residents and visitors shall have the right to solid waste reduction and increased recycling efforts. The same year, the Town’s Climate and Energy Action Full Plan set a 2050 goal of zero waste and identified the need to provide waste diversion programs to all residents, businesses, and construction projects; and

WHEREAS, yard and food waste constitute a sizable portion, up to 30 percent by weight according to recent data, of Pitkin County’s landfill waste; and

WHEREAS, the Board of Trustees understand that a relatively small percentage of Town residents currently subscribe to curbside organics collection, and the Town has received many requests for a less expensive collection option for yard waste; and

WHEREAS, on \_\_\_\_\_, the Town published a Request for Proposals (RFP), which is attached hereto as Exhibit A and incorporated herein by reference, for trash removal and recycling services within Town limits, including the seasonal provision of a centralized drop site to which Town residents and businesses may self-haul their yard waste; and

WHEREAS, the Town intends to engage a qualified private solid waste hauling and/or waste management company to provide seasonal yard-waste collection services at a drop site (“Yard Waste Collection”); and

WHEREAS, Contractor submitted a proposal to provide Yard Waste Collection within the Town and to perform such work as may be incidental thereto; and

WHEREAS, following a review of each proposal received by a team of Town staff and contractors, the Board of Trustees voted to award the contract to Contractor based on the proposal evaluation criteria outlined in the RFP and subject to the execution of a mutually acceptable agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

## AGREEMENT

41. **SCOPE OF AGREEMENT.** This Agreement pertains to Yard Waste Collection. Contractor's work under this Agreement shall consist of all the supervision, materials, equipment, labor, and other items necessary to provide seasonal collection of yard waste at a centralized location within the Town in accordance with the provisions of this Agreement.

42. **SCOPE OF WORK.** Beginning on \_\_\_\_\_ the ("Service Start-Up Date") and continuing for the full term of this Agreement, the Contractor shall provide Yard Waste Collection as more specifically described herein.

43. **YARD WASTE DROP SITE COLLECTION.** Contractor shall seasonally operate a centralized drop site (the "Drop Site Location") to which Town residents and businesses may self-haul yard waste in accordance with the following requirements:

- a. **Location.** The Drop Site Location shall be determined by mutual agreement of the Contractor and the Town. If the Drop Site Location is on Contractor-owned property, it must be within three (3) miles of the Carbondale Town Hall.
- b. **Schedule.** During each year of the term of this Agreement, the Drop Site Location shall be operated two (2) days per month between May and September ("Drop Site Collection Days"). Drop Site Collection Days shall occur on the same two (2) Saturdays each month. The Drop Site shall be open for a minimum of three (3) consecutive hours daily with start times at or after 8:00 AM and end times by 3:00 PM. The hours of operation shall be consistent within each Drop Site operating season.
- c. **Requirements.**
  - i. The Contractor shall staff the Drop Site with Contractor personnel during all operating hours.
  - ii. The Contractor shall provide all security, signage, safety, containers, clean-up, and other services including those activities needed to minimize the collection of any non-yard waste materials.
  - iii. All collected yard waste shall be delivered to a permitted compost facility. Any necessary storage to accommodate compost facility hours shall be short-term and approved in advance by the Town.
  - iv. Contractor shall maintain all Drop Site containers in clean and good working order. If the Drop Site is located on Town property, such property shall be returned to its original condition at the end of each Collection Day.
  - v. The Contractor shall request proof of eligibility for an individual to obtain access to the Drop Site. Access to the Drop Site shall only be provided to residents of the Town and commercial businesses located within the Town. Landscaping, yard care, and land-clearing and hauling companies shall not be allowed to deliver materials to the Drop Site.

44. PERSONNEL. The Contractor shall maintain adequate and proper staff whose expertise will assure efficient operation of the services herein specified. All vehicle drivers shall be:

- a. Licensed by the State of Colorado to operate commercial vehicles.
- b. Alert, careful, courteous, and competent.
- c. Appropriately trained in operations and safety measures.
- d. Provided with appropriate communication tools. Cells phones shall not be used in a moving vehicle.

45. TRUCKS AND EQUIPMENT. The Contractor shall provide all vehicles and equipment needed for collection of all trash and recyclables and for transfer to a landfill or recyclables processing facility in an efficient and environmentally sensitive manner. The Contractor shall not assign any vehicle to the program where the performance of its component parts is likely to cause damage to other components, jeopardize public safety, or be contrary to Colorado vehicle codes. The Contractor agrees to perform all work outlined in such a manner as to meet all accepted standards for safe practices during operations and to safely maintain stored equipment, machines, and materials consequential or related to the work. The Contractor shall agree additionally to accept the sole responsibility for complying with all local, county, state, federal or other legal requirements, including but not limited to safety and inspection regulations. Any vehicle leaks that originate during collection at the Drop Site Location or any transportation associated with collection shall be cleaned up as soon as possible but no later than the end of the same Drop Site Collection Day on which the leakage occurred. The Contractor will consider the use of alternative fuel vehicles during the Agreement term as fleet replacement occurs, diesel prices increase, and fueling stations in the Roaring Fork Valley become more accessible. A current evaluation of this option will be a necessary component of any fuel surcharge petition by the Contractor (see Section 8.a, below).

46. LITTER OR SPILLAGE. The Contractor shall not litter any premises in the process of making collections. During hauling, all trash and recyclables shall be contained, tied, or enclosed so that leaking, spillage, or blowing of materials is minimized. In the event of any material leakage or spillage by the Contractor, the Contractor shall be required to clean up the litter caused by the leakage or spillage no later than the end of the same Drop Site Collection Day on which the leakage or spillage occurred. The containers at the Drop Site Location shall be left in an orderly fashion.

47. FEES. The Contractor is solely responsible for all costs, charges, fees, fines, taxes, and any other assessments associated with collection, management, and disposal of trash, recyclables, and any other materials collected pursuant to this Agreement.

48. PRICE CHANGE. The Contractor's rate schedule shall be adjusted annually beginning on the first anniversary of the Service Start-Up Date and annually thereafter to reflect changes in the cost of operations. The adjustments shall be as measured by fluctuations in the Consumer Price Index as published by the U.S. Department of Labor Bureau of Labor Statistics for the West Coast Region. Any percentage change in the Consumer Price Index shall equal the percent change in the Contractor's rate schedule to a maximum of three percent (3%) per year.

- a. Uncontrollable Costs. Contractor may, in writing, petition the Town for a rate schedule adjustment to accommodate costs such as landfill or recyclables processing tip fee increases, fuel cost increases, changes in applicable regulations, or changes in government charges (collectively, “Uncontrollable Costs”). Any year in which the regional Consumer Price Index exceeds seven percent (7%) may also be considered an Uncontrollable Cost. In addition to the written notice, Contractor shall provide the Town with any other information regarding such increase reasonably requested by Town before any such increase becomes effective; provided, however, the parties recognize that notice of some increases in Uncontrollable Costs may be provided after the increase in such Uncontrollable Cost becomes effective. The Town reserves the right, as a condition of approval, to inspect Contractor records that demonstrate the need for an adjustment. The Town’s approval of any petition shall not be unreasonably withheld.

#### 49. CONTRACTOR INVOICING AND COMPENSATION.

- a. Monthly Invoices. No later than five (5) business days following the end of the calendar month, the Contractor shall submit to the Town monthly invoices for Yard Waste Collection services rendered during the previous calendar month in an electronic format acceptable to the Town. Invoicing shall and subsequent compensation will occur only for those months during which Drop Site Collection Days occur (i.e. May through September).
- b. Any amount the Contractor owes the Town for any reason may be deducted from any monthly payment by the Town.
- c. Auditing Rights. The Town retains all rights to audit the Contractor’s accounting records as they pertain to this Agreement.

#### 50. RECORDKEEPING AND REPORTING.

- a. Seasonal Report. The Contractor shall provide a seasonal resource recovery report (“Seasonal Report”) to the Town by November 1 of each calendar year. The first Annual Report shall be submitted electronically by November 1, 2020. Each Seasonal Report shall, at a minimum, include a monthly and total seasonal breakdown of the following information:
  - i. Number of customers served (including repeat customers).
  - ii. Number of tons collected by material type (e.g., yard waste, brush, and other materials). Scale data is preferred but volume to weight conversion will be acceptable with a methodology approved by the Town.
  - iii. Recommendations for revised operations in future seasons.
  - iv. Any other information that the Town may reasonably request from time to time.
- b. All reports shall be written and electronically submitted.
- c. Recordkeeping. The Contractor shall maintain in its local office full and complete operations and service records pertaining to services provided under

this Agreement (the "Records"). The Records shall be maintained for a minimum of three (3) years. The Records shall at all reasonable times be open for inspection and copying for any reasonable purpose of the Town upon prior written notice to the Contractor.

51. **PROMOTION AND CUSTOMER SERVICE.** The Contractor shall be responsible for all customer service and promotion functions, including the following:

- a. Public promotion of the Drop Site's hours of operation and acceptable materials, including but not limited to the maintenance of an up-to-date page on the Contractor's website that includes such information.
- b. The Contractor shall operate a customer service center that customers can call during normal business hours and leave messages after hours.
- c. The Contractor shall resolve all customer requests and complaints to the satisfaction of customers, and report resolutions to the Town.

52. **EFFECTIVE DATE, TERM, COMMENCEMENT OF SERVICES, RIGHT FOR RENEGOTIATION.** This Agreement shall be deemed effective upon the signature of both parties ("Commencement Date"). This Agreement shall continue in effect for a term of two (2) years from the Commencement Date unless terminated or renegotiated as provided herein. The parties shall have the option of renewing this Agreement for three (3) consecutive two (2) -year periods ("Renewal Period(s)"). If either party desires to renew this Agreement, said party shall provide written notice to the other within ninety (90) days of the date the Initial Term or Renewal Period, as applicable, ends pursuant to this Section 12.

53. **NO INTERFERENCE.** Any activities, actions, or services performed under this Agreement shall not materially interfere with Town operations.

54. **CONTRACTOR PERFORMANCE REVIEW.** A review of Contractor performance will be used by the Town to evaluate the Contractor's performance in completing the services required by this Agreement. The Town will conduct a review prior to any contract renewal. The Town also reserves the right to conduct a full review of contractor performance at any time during the contract term.

55. **FAILURE TO PERFORM.** The Town expects high levels of collection and customer services. Improper and insufficient actions or omissions related to any service required by this Agreement will be discouraged, to the extent possible, through liquidated damages and through default for more serious lapses in service requirements. Contractor agrees that, as to the matters set forth in Section 16 below, damage to the Town and the public interests it protects are not susceptible to ready determination as to the dollar amount of such damage, and that the liquidated damage amounts that are set forth in Section 16 below are reasonable estimates as to the dollar amount of damage incurred in relation to each offending act or omission.

56. **LIQUIDATED DAMAGES.** Liquidated damages may be assessed for the actions and omissions set forth herein upon the following conditions:

- d. The Town must timely provide Contractor written documentation which sets forth the location, date, time, duration and a detailed description of the specific nature of the violation.
- e. Contractor shall have up to twenty-four (24) hours (excluding weekend days or holidays) or as otherwise noted below to resolve the violation to the reasonable satisfaction of the Town.
- f. If after twenty-four (24) hours (excluding weekend days or holidays) the violation remains unresolved, the Town may assess liquidated damages and deduct said damages from the Contractor's monthly invoice amount.

**PERFORMANCE STANDARDS & LIQUIDATED DAMAGES**

PERFORMANCE STANDARD VIOLATION	LIQUIDATED DAMAGES	NUMBER OF OCCURRENCE TRIGGER
Failure to provide minimum recycling or yard waste service (both minimum materials & level of service)	\$500 per day per customer request	1
Failure to collect materials spilled during collection	Two times cost of clean-up incurred by Town	3
Failure to clean-up vehicle leaks by end of same Drop Site Collection Day on which leak(s) occurred	Two times cost of clean-up incurred by Town	2
Failure to deliver trash or recyclables to permitted landfill or materials recovery facility – or yard waste to Pitkin County compost facility	\$3,000 per incident	1
Failure to maintain containers in clean & good working conditions (within 48 hours of observation by driver, customer or Town)	\$100 per container	3
Failure to maintain vehicles that are clean, sanitary, covered & in good working order	\$250 per vehicle per occurrence	3
Failure to cover vehicles that contain trash, recyclables, yard waste or other solid waste	\$250 per vehicle per occurrence	3
Failure to appropriately license drivers	\$1,000 per driver per day	1
Failure to provide every driver with safety training & enforce the no cell phone rule	\$1,000 per driver per day & \$500 per cell phone infraction	1

Failure to provide required customer information	\$500 per day	1
Delay in providing monthly billing data	\$500 per day	2
Delay in submitting reports	\$250 per day per report	3
Misrepresentation in records or reporting	\$5,000 per incident	1
Failure to operate yard waste drop site at established location or during established days and hours	\$500 per incident	1
Failure to leave yard waste drop site in original condition (if Town property)	Two times cost of clean-up incurred by Town	2

Notwithstanding the liquidated damages set forth herein, the Town has the right to exercise any and all remedies it may have with respect to these and other violations of Town codes, laws, rules and regulations and breaches of this Agreement. Any schedule of liquidated damages shall not affect the Town’s ability to terminate this Agreement for breach.

57. NON-APPROPRIATION. To comply with the provisions of Article X, Section 20 of the Constitution of the State of Colorado, if the Town fails to annually appropriate sufficient money to fund any financial obligations arising out of this Agreement, this Agreement will be considered to have been terminated by the Town.

58. TERMINATION.

- a. In the event of a failure by Contractor to perform any material provision of this Agreement, the Town may give written notice of such breach to the Contractor along with at least thirty (30) days to correct such breach (the “Cure Period”), provided that, if such breach is of a nature that it cannot be cured within 30 days, then the time for cure shall be extended provided that Contractor promptly commences cure and diligently completes cure within a reasonable time. The Town may terminate this Agreement after such Cure Period if Contractor has not adequately corrected such breach in accordance with this Agreement (unless such breach and/or failure to cure is due to a Force Majeure event, in which case Contractor’s performance hereunder shall be suspended for the duration of such Force Majeure event and a reasonable period thereafter), and the Town so notifies Contractor in writing of such termination action. Except for such right during the initial term of this Agreement, neither party shall have any further obligation under this Agreement other than for claims for personal injuries or property damage as expressly provided in this Agreement and arising prior to such termination date.
- b. In the event of a failure by Town to perform any material provision of this Agreement, the Contractor may give written notice of such breach to the Town along with at least thirty (30) days (the “Cure Period”) to correct such breach. Contractor may terminate this Agreement after such Cure Period if Town has not

adequately corrected such breach in accordance with this Agreement and Contractor so notifies the Town in writing of such termination action.

59. **INDEPENDENT CONTRACTOR.** Contractor and any persons employed by Contractor for the performance of work hereunder shall be independent contractors and not agents of the Town. Any provisions in this Agreement that may appear to give the Town the right to direct Contractor as to details of doing work or to exercise a measure of control over the work mean that Contractor shall follow the direction of the Town as to end results of the work only. As an independent contractor, Contractor is not entitled to worker's compensation benefits except as may be provided by the independent contractor nor to unemployment insurance benefits unless unemployment compensation coverage is provided by the independent contractor or some other entity. The Contractor is obligated to pay all federal and state income tax on any moneys earned or paid pursuant to this Agreement.

60. **INSURANCE.** Contractor shall procure and maintain, and shall cause any subcontractor of the Contractor to procure and maintain, the minimum insurance coverage listed below. Such coverage shall be procured and maintained with forms and insurers acceptable to the Town. All coverage shall be continuously maintained to cover all liabilities, claims, demands, and other obligations assumed by the Contractor. In the case of any claims-made on the policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. The policies required below, except for the Worker's Compensation insurance, shall include the Town as an additional insured.

- d. **Worker's Compensation.** Contractor shall provide Worker's Compensation insurance in an amount sufficient to cover obligations imposed by the Worker's Compensation Act of Colorado and any other applicable laws for any such employee engaged in the performance of work under this Agreement.
- e. **Comprehensive General Liability.** Contractor shall provide Comprehensive General Liability insurance with the minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) and TWO MILLION DOLLARS (\$2,000,000) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground hazards. The policy shall be on an occurrence basis and shall contain a severability of interests provision and a waiver of subrogation in favor of both the parties.
- f. **Automobile Liability.** Contractor shall provide Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000) each occurrence with respect to each of the Contractor's owned, hired or non-owned vehicles assigned to or used in the performance of services. The policy shall be

on an occurrence basis and shall contain a severability of interests provision and a waiver of subrogation in favor of both the parties.

61. INDEMNIFICATION. The Contractor agrees to indemnify, defend, and hold harmless the Town and its elected and appointed officers, employees, agents, and insurers from and against any and all claims and liabilities (including without limitation claims and liabilities related to bodily injury or property damage), directly or indirectly arising out of, resulting from or related to this Agreement. The Contractor's agreement to indemnify the Town shall include the obligation to pay any attorneys' fees or costs incurred by the Town in defense of any such claims. The obligations of Contractor under this section shall survive the expiration or termination of this Agreement.

62. NOTICE. All notices required to be given hereunder shall be hand delivered with receipt required or sent by certified or registered mail to such party's representative at the address of the party set forth below. In addition to, but not in lieu of a hard-copy notice, notice may also be sent by e-mail to the e-mail addresses set forth below. Either party may from time to time designate by written notice substitute addresses or persons to whom such notices shall be sent. Unless otherwise provided herein, all notices shall be effective upon receipt.

TOWN:  
Town of Carbondale  
c/o Jay Harrington, Town Manager  
511 Colorado Avenue  
Carbondale, CO 81623  
jharrington@carbondalecto.net

CONTRACTOR:

63. FORCE MAJEURE. "Force Majeure" means any act or event that prevents a party from performing its obligations in accordance with the Agreement where the act or event is beyond the reasonable control and not the result of the fault or the negligence of the affected party and such party is unable to overcome such act or event through the exercise of due diligence. Such acts and events, include but are not limited to, acts of God, fire, explosion, accident, flood, severe storms, earthquake, epidemic, war, riot, strikes, lockouts, rebellion, and restraints or injunctions, not resulting from a party's breach of any terms and conditions of this Agreement or any other contractual commitment. In cases of inclement weather, the Contractor and the Town shall agree for what period of time and upon what conditions collection service shall be suspended and such suspension shall be considered a Force Majeure event.

64. COMPLIANCE WITH LAW. The work and services to be performed by the Contractor hereunder shall be done in compliance with all applicable federal, state, county, and Town laws, ordinances, rules, and regulations.

65. VENUE AND APPLICABLE LAW. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in the County of Garfield, State of Colorado.

66. GOVERNMENTAL IMMUNITY. No provision of this Agreement shall be construed as a waiver or abrogation of, or an intent to waive or abrogate, any of the monetary limitations or any other rights, immunities or protections afforded to either Party or their respective directors, officials, officers, agents, and employees, by the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101, *et seq.*, as it may be amended from time to time.

67. NO WAIVER. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement shall not constitute a waiver of any of the other terms or obligations of this Agreement.

68. ASSIGNMENT. This Agreement shall be binding upon the parties hereto, their successors, or assigns. The Contractor shall not assign this Agreement, in whole or in part, or assign any rights to payment hereunder, without prior written consent of the Town, which consent shall not be unreasonably withheld, delayed, or qualified, however, the Contractor may assign this Agreement, without consent, to an entity controlled by, or under common control of the Contractor.

69. DEFAULT ATTORNEY FEES. In the event that suit is brought regarding this Agreement, the prevailing party shall be entitled to its reasonable attorney fees and related court costs.

70. ENTIRE AGREEMENT AND AMENDMENT. This Agreement represents the entire Agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties.

71. AUTHORITY TO EXECUTE AGREEMENT. The signatory of the Contractor represents and warrants that he/she has been duly authorized by the Contractor to enter into this Agreement and has full power and authority to bind the Contractor to the terms and conditions of this Agreement.

72. IMMIGRATION COMPLIANCE. Contractor also agrees to be bound by the terms of Exhibit B as related to compliance with Colorado immigration laws, which addendum is incorporated by reference.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

ACCEPTED by the TOWN:

TOWN OF CARBONDALE, COLORADO,  
a Colorado home rule municipal corporation

By: \_\_\_\_\_  
Dan Richardson, Mayor  
511 Colorado Avenue  
Carbondale, CO 81623

ATTEST:

\_\_\_\_\_  
Cathy Derby, Town Clerk

STATE OF COLORADO    )  
  ) ss.  
COUNTY OF GARFIELD    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2019, by Dan Richardson, Mayor, Town of Carbondale and Cathy Derby, Town Clerk, Town of Carbondale.

My commission expires \_\_\_\_\_.  
Witness my hand and official seal.

\_\_\_\_\_  
Notary Public

ACCEPTED by the CONTRACTOR:

By: \_\_\_\_\_

STATE OF COLORADO    )  
  ) ss.  
COUNTY OF                    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2019, by \_\_\_\_\_.

My commission expires \_\_\_\_\_.  
Witness my hand and official seal.

\_\_\_\_\_  
Notary Public

**EXHIBIT A**  
**Request for Proposals**

## **EXHIBIT B**

Work by Illegal Aliens Prohibited. Pursuant to Section 8-17.5-101, C.R.S., *et. seq.*, as amended, Contractor warrants, represents, acknowledges, and agrees that:

1. Contractor does not knowingly employ or contract with an illegal alien.
2. Contractor shall not knowingly employ or contract with an illegal alien to perform work or enter into a contract with a sub-contractor that fails to certify to Contractor that the sub-contractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.
3. Contractor has participated in or attempted to participate in the basic pilot employment confirmation program created in Public Law 208, 104<sup>th</sup> Congress, as amended, and expanded in Public Law 156, 108<sup>th</sup> Congress, as amended, administered by the Department of Homeland Security (hereinafter, “Basic Pilot Program”) in order to confirm or attempt to confirm the employment eligibility of all employees who are newly hired for employment in the United States. If Contractor is not accepted into the Basic Pilot Program prior to entering into this Agreement, Contractor shall forthwith apply to participate in the Basic Pilot Program and shall submit to the Town written confirmation of such application within five (5) days of the date of this Agreement. Contractor shall continue to apply to participate in the Basic Pilot Program, and shall confirm such application to the Town in writing, every three (3) months until Contractor is accepted or this Agreement is completed, whichever occurs first. This Paragraph 3 shall be null and void if the Basic Pilot Program is discontinued.
4. Contractor shall not use the Basic Pilot Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.
5. If Contractor obtains actual knowledge that a sub-contractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Contractor shall be required to:
  - (a) notify the sub-contractor and the Town within three (3) days of when Contractor has actual knowledge that the sub-contractor is employing or contracting with an illegal alien; and
  - (b) terminate the subcontract with the sub-contractor if within three (3) days of receiving the notice required pursuant to this subparagraph the sub-contractor does not stop employing or contracting with the illegal alien; except that Contractor shall not terminate the contract with the sub-contractor if during such three (3) days the sub-contractor provides information to establish that the sub-contractor has not knowingly employed or contracted with an illegal alien.
6. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment (“Department”) made in the course of an investigation that the Department is undertaking pursuant to the authority established in subsection 8-17.5-102(5), C.R.S.

7. If Contractor violates this Exhibit B, the Town may terminate this Agreement for breach of contract. If this Agreement is so terminated, Contractor shall be liable for actual and consequential damages to the Town arising out of said violation.

By: \_\_\_\_\_

Dated: \_\_\_\_\_

**CONTRACT C-AGREEMENT FOR TRASH AND RECYCLING COLLECTION AT TOWN FACILITIES**

This AGREEMENT FOR TRASH AND RECYCLABLES COLLECTION AT TOWN FACILITIES (“Agreement”) is made and entered into this \_\_\_ day of \_\_\_\_\_, 2019, by and between the TOWN OF CARBONDALE, a Colorado home rule municipal corporation (the “Town”) and \_\_\_\_\_ (the “Contractor”), a \_\_\_\_\_.

**RECITALS**

WHEREAS, the 2017 Town of Carbondale Environmental Bill of Rights established that all residents and visitors shall have the right to solid waste reduction and increased recycling efforts. The same year, the Town’s Climate and Energy Action Full Plan set a 2050 goal of zero waste and identified the need to provide waste diversion programs to all residents, businesses, and construction projects; and

WHEREAS, the Town Board of Trustees has identified the following three primary goals for the management of residential trash and recyclables: (1) decrease the amount of trash managed through landfill disposal; (2) reduce traffic impacts associated with trash collection vehicles; and (3) reduce wildlife interactions associated with trash set-outs; and

WHEREAS, on \_\_\_\_\_, the Town published a Request for Proposals (RFP), which is attached hereto as Exhibit A and incorporated herein by reference, for, among other services, the collection of trash and recyclables generated at the following Town facilities: Town Hall, the Public Works Facility, and the Wastewater Treatment Plant (the “Town Facilities”); and

WHEREAS, the Town intends to engage a qualified private solid waste hauling and/or waste management company to collect trash and recyclables at the Town Facilities (“Town Facilities Collection Services”); and

WHEREAS, Contractor submitted a proposal to perform Town Facilities Collection Services and to perform such work as may be incidental thereto; and

WHEREAS, following a review of each proposal received by a team of Town staff and contractors, the Board of Trustees voted to award the contract to Contractor based on the proposal evaluation criteria outlined in the RFP and subject to the execution of a mutually acceptable agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

**AGREEMENT**

73. SCOPE OF AGREEMENT. This Agreement pertains to collection of trash and recyclables at the Town Facilities. Contractor’s work under this Agreement shall consist of all

the supervision, materials, equipment, labor, and other items necessary to collect and dispose of non-hazardous trash and recyclables from Town Facilities in accordance with the provisions of this Agreement.

74. SCOPE OF WORK. Beginning on \_\_\_\_\_ the (“Service Start-Up Date”) and continuing for the full term of this Agreement, the Contractor shall provide regular collection of trash and recyclables from the Town Facilities as more specifically described herein.

75. TRASH AND RECYCLING SERVICES. Contractor shall regularly provide trash, recycling, and cardboard collection at the Town Facilities in accordance with the following requirements:

- a. Schedule. Contractor shall collect trash, recyclables, and cardboard according to the following schedule:
  - i. Town Hall.
    1. A single two (2)- cubic yard cardboard container collected once per week.
    2. A single two (2)- cubic yard single-stream recyclables container collected once per week.
    3. A single six (6)- cubic yard trash container collected once per week.
  - ii. Public Works Facility.
    1. A single eight (8)- cubic yard cardboard container collected daily Monday through Friday.
    2. A single three (3)- cubic yard single-stream recyclables container collected once per week.
    3. Two (2) eight (8)- cubic yard trash containers collected twice per week.
  - iii. Waste Water Treatment Plant.
    1. Two (2) two (2)- cubic yard trash containers collected twice per week.
    2. A single twenty (20)- cubic yard roll-off container for trash (including branches, waste, leaves, grass clippings, and other non-organic materials) collected on an as-needed basis.
- b. Trash Collection. All trash shall be disposed at a duly permitted landfill.
- c. Recyclable Services. The Contractor shall provide regular collection of commingled, single-stream recyclables in accordance with the following requirements:

- i. At a minimum, the Contractor agrees to collect the recyclables listed in Table 3-1, below.
- ii. The Town reserves the right to require the Contractor to collect additional recyclables should its independent study indicate environmental and economic feasibility.
- iii. All recyclables shall be delivered to a permitted materials recovery facility.

Table 3 -1      MINIMUM LIST OF SINGLE-STREAM RECYCLABLES FOR TOWN FACILITIES COLLECTION

Corrugated cardboard	Phonebooks & paperback books
Brown paper bags	Plastic containers #1 & #2
Office paper	Aluminum
Newspaper	Steel/tin cans
Magazines	Glass bottles & jars
Paperboard (cereal/beer boxes)	

76. PERSONNEL. The Contractor shall maintain adequate and proper staff whose expertise will assure efficient operation of the services herein specified. All vehicle drivers shall be:

- e. Licensed by the State of Colorado to operate commercial vehicles.
- f. Alert, careful, courteous, and competent.
- g. Appropriately trained in operations and safety measures.
- h. Provided with appropriate communication tools. Cells phones shall not be used in a moving vehicle.

77. TRUCKS AND EQUIPMENT. The Contractor shall provide all vehicles and equipment needed for collection of all trash and recyclables and for transfer to a landfill or recyclables processing facility in an efficient and environmentally sensitive manner. The Contractor shall not assign any vehicle to the program where the performance of its component parts is likely to cause damage to other components, jeopardize public safety, or be contrary to Colorado vehicle codes. The Contractor agrees to perform all work outlined in such a manner as to meet all accepted standards for safe practices during operations and to safely maintain stored equipment, machines, and materials consequential or related to the work. The Contractor shall agree additionally to accept the sole responsibility for complying with all local, county, state, federal or other legal requirements, including but not limited to safety and inspection regulations. Any vehicle leaks that originate during collection at Town Facilities or any transportation associated with collection shall be cleaned up as soon as possible but no later than forty-eight (48) hours after the occurrence. The Contractor will consider the use of alternative fuel vehicles during the Agreement term as fleet replacement occurs, diesel prices increase, and fueling stations in the Roaring Fork Valley become more accessible. A current evaluation of this option will be a necessary component of any fuel surcharge petition by the Contractor (see Section 8.a, below).

78. LITTER OR SPILLAGE. The Contractor shall not litter any premises in the process of making collections. During hauling, all trash and recyclables shall be contained, tied, or

enclosed so that leaking, spillage, or blowing of materials is minimized. In the event of any material leakage or spillage by the Contractor, the Contractor shall be required to clean up the litter caused by the leakage or spillage. The containers at the Town Facilities shall be left in an orderly fashion.

79. FEES. The Contractor is solely responsible for all costs, charges, fees, fines, taxes, and any other assessments associated with collection, management, and disposal of trash, recyclables, and any other materials collected pursuant to this Agreement.

80. PRICE CHANGE. The Contractor's rate schedule shall be adjusted annually beginning on the first anniversary of the Service Start-Up Date and annually thereafter to reflect changes in the cost of operations. The adjustments shall be as measured by fluctuations in the Consumer Price Index as published by the U.S. Department of Labor Bureau of Labor Statistics for the West Coast Region. Any percentage change in the Consumer Price Index shall equal the percent change in the Contractor's rate schedule to a maximum of three percent (3%) per year.

- a. Uncontrollable Costs. Contractor may, in writing, petition the Town for a rate schedule adjustment to accommodate costs such as landfill or recyclables processing tip fee increases, fuel cost increases, changes in applicable regulations, or changes in government charges (collectively, "Uncontrollable Costs"). Any year in which the regional Consumer Price Index exceeds seven percent (7%) may also be considered an Uncontrollable Cost. In addition to the written notice, Contractor shall provide the Town with any other information regarding such increase reasonably requested by Town before any such increase becomes effective; provided, however, the parties recognize that notice of some increases in Uncontrollable Costs may be provided after the increase in such Uncontrollable Cost becomes effective. The Town reserves the right, as a condition of approval, to inspect Contractor records that demonstrate the need for an adjustment. The Town's approval of any petition shall not be unreasonably withheld.

#### 81. CONTRACTOR INVOICING AND COMPENSATION.

- a. Monthly Invoices. No later than five (5) business days following the end of the calendar month, the Contractor shall submit to the Town monthly invoices for Town Facilities Collection services rendered during the previous calendar month in an electronic format acceptable to the Town.
- b. Any amount the Contractor owes the Town for any reason may be deducted from any monthly payment by the Town.
- c. Auditing Rights. The Town retains all rights to audit the Contractor's accounting records as they pertain to this Agreement.

#### 82. RECORDKEEPING AND REPORTING.

- d. Annual Report. The Contractor shall provide an annual resource recovery report ("Annual Report") to the Town by February 1 of each calendar year. The first Annual Report shall be submitted electronically by February 1, 2021. Each

Annual Report shall, at a minimum, include a monthly and total annual breakdown of the following information:

- i. Any vehicle accidents or infractions.
  - ii. Weight of each material collected (scale data is preferred; however, volume to weight conversion and estimations of Town-only quantities will be acceptable with a methodology approved by the Town).
  - iii. What facility(ies) any Town trash, recyclables and organics were delivered to.
  - iv. End-markets (i.e., buyers of materials from facilities that process Carbondale's recyclables).
  - v. Any other information that the Town may reasonably request from time to time.
- e. All reports shall be written and electronically submitted.
- f. Recordkeeping. The Contractor shall maintain in its local office full and complete operations and service records pertaining to services provided under this Agreement (the "Records"). The Records shall be maintained for a minimum of three (3) years. The Records shall at all reasonable times be open for inspection and copying for any reasonable purpose of the Town upon prior written notice to the Contractor.

83. **EFFECTIVE DATE, TERM, COMMENCEMENT OF SERVICES, RIGHT FOR RENEGOTIATION.** This Agreement shall be deemed effective upon the signature of both parties ("Commencement Date"). This Agreement shall continue in effect for a term of three (3) years from the Commencement Date unless terminated or renegotiated as provided herein. The parties shall have the option of renewing this Agreement for two (2) consecutive two (2) -year periods ("Renewal Period(s)"). If either party desires to renew this Agreement, said party shall provide written notice to the other within ninety (90) days of the date the Initial Term or Renewal Period, as applicable, ends pursuant to this Section 11.

84. **NO INTERFERENCE.** Any activities, actions, or services performed under this Agreement shall not materially interfere with Town operations.

85. **CONTRACTOR PERFORMANCE REVIEW.** A review of Contractor performance will be used by the Town to evaluate the Contractor's performance in completing the services required by this Agreement. The Town will conduct a review prior to any contract renewal. The Town also reserves the right to conduct a full review of contractor performance at any time during the contract term.

86. **FAILURE TO PERFORM.** The Town expects high levels of collection services. Improper and insufficient actions or omissions related to any service required by this Agreement will be discouraged, to the extent possible, through liquidated damages and through default for more serious lapses in service requirements. Contractor agrees that, as to the matters set forth in Section 15 below, damage to the Town and the public interests it protects are not susceptible to ready determination as to the dollar amount of such damage, and that the

liquidated damage amounts that are set forth in Section 15 below are reasonable estimates as to the dollar amount of damage incurred in relation to each offending act or omission.

87. LIQUIDATED DAMAGES. Liquidated damages may be assessed for the actions and omissions set forth herein upon the following conditions:

- g. The Town must timely provide Contractor written documentation which sets forth the location, date, time, duration and a detailed description of the specific nature of the violation.
- h. Contractor shall have up to twenty-four (24) hours (excluding weekend days or holidays) or as otherwise noted below to resolve the violation to the reasonable satisfaction of the Town.
- i. If after twenty-four (24) hours (excluding weekend days or holidays) the violation remains unresolved, the Town may assess liquidated damages and deduct said damages from the Contractor’s monthly invoice amount.

**PERFORMANCE STANDARDS & LIQUIDATED DAMAGES**

PERFORMANCE STANDARD VIOLATION	LIQUIDATED DAMAGES	NUMBER OF OCCURRENCE TRIGGER
Failure to collect materials spilled during collection	Two times cost of clean-up incurred by Town	3
Failure to clean-up vehicle leaks (within 48 hours of occurrence)	Two times cost of clean-up incurred by Town	2
Failure to deliver trash or recyclables to permitted landfill or materials recovery facility – or yard waste to Pitkin County compost facility	\$3,000 per incident	1
Failure to maintain containers in clean & good working conditions (within 48 hours of observation by driver or Town)	\$100 per container	3
Failure to maintain vehicles that are clean, sanitary, covered & in good working order	\$250 per vehicle per occurrence	3
Failure to cover vehicles that contain trash, recyclables, yard waste or other solid waste	\$250 per vehicle per occurrence	3
Failure to appropriately license drivers	\$1,000 per driver per day	1
Failure to provide every driver with safety training &	\$1,000 per driver per day & \$500 per cell	1

enforce the no cell phone rule	phone infraction	
Failure to resolve customer complaints (resolved or resolution scheduled within 48 hours)	\$250 per complaint	8
Delay in providing monthly billing data	\$500 per day	2
Delay in submitting reports	\$250 per day per report	3
Misrepresentation in records or reporting	\$5,000 per incident	1

Notwithstanding the liquidated damages set forth herein, the Town has the right to exercise any and all remedies it may have with respect to these and other violations of Town codes, laws, rules and regulations and breaches of this Agreement. Any schedule of liquidated damages shall not affect the Town’s ability to terminate this Agreement for breach.

88. NON-APPROPRIATION. To comply with the provisions of Article X, Section 20 of the Constitution of the State of Colorado, if the Town fails to annually appropriate sufficient money to fund any financial obligations arising out of this Agreement, this Agreement will be considered to have been terminated by the Town.

89. TERMINATION.

- c. In the event of a failure by Contractor to perform any material provision of this Agreement, the Town may give written notice of such breach to the Contractor along with at least thirty (30) days to correct such breach (the “Cure Period”), provided that, if such breach is of a nature that it cannot be cured within 30 days, then the time for cure shall be extended provided that Contractor promptly commences cure and diligently completes cure within a reasonable time. The Town may terminate this Agreement after such Cure Period if Contractor has not adequately corrected such breach in accordance with this Agreement (unless such breach and/or failure to cure is due to a Force Majeure event, in which case Contractor’s performance hereunder shall be suspended for the duration of such Force Majeure event and a reasonable period thereafter), and the Town so notifies Contractor in writing of such termination action. Except for such right during the initial term of this Agreement, neither party shall have any further obligation under this Agreement other than for claims for personal injuries or property damage as expressly provided in this Agreement and arising prior to such termination date.
- d. In the event of a failure by Town to perform any material provision of this Agreement, the Contractor may give written notice of such breach to the Town along with at least thirty (30) days (the “Cure Period”) to correct such breach. Contractor may terminate this Agreement after such Cure Period if Town has not adequately corrected such breach in accordance with this Agreement and Contractor so notifies the Town in writing of such termination action.

90. **INDEPENDENT CONTRACTOR.** Contractor and any persons employed by Contractor for the performance of work hereunder shall be independent contractors and not agents of the Town. Any provisions in this Agreement that may appear to give the Town the right to direct Contractor as to details of doing work or to exercise a measure of control over the work mean that Contractor shall follow the direction of the Town as to end results of the work only. As an independent contractor, Contractor is not entitled to worker's compensation benefits except as may be provided by the independent contractor nor to unemployment insurance benefits unless unemployment compensation coverage is provided by the independent contractor or some other entity. The Contractor is obligated to pay all federal and state income tax on any moneys earned or paid pursuant to this Agreement.

91. **INSURANCE.** Contractor shall procure and maintain, and shall cause any subcontractor of the Contractor to procure and maintain, the minimum insurance coverage listed below. Such coverage shall be procured and maintained with forms and insurers acceptable to the Town. All coverage shall be continuously maintained to cover all liabilities, claims, demands, and other obligations assumed by the Contractor. In the case of any claims-made on the policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. The policies required below, except for the Worker's Compensation insurance, shall include the Town as an additional insured.

- g. **Worker's Compensation.** Contractor shall provide Worker's Compensation insurance in an amount sufficient to cover obligations imposed by the Worker's Compensation Act of Colorado and any other applicable laws for any such employee engaged in the performance of work under this Agreement.
- h. **Comprehensive General Liability.** Contractor shall provide Comprehensive General Liability insurance with the minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) and TWO MILLION DOLLARS (\$2,000,000) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground hazards. The policy shall be on an occurrence basis and shall contain a severability of interests provision and a waiver of subrogation in favor of both the parties.
- i. **Automobile Liability.** Contractor shall provide Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000) each occurrence with respect to each of the Contractor's owned, hired or non-owned vehicles assigned to or used in the performance of services. The policy shall be on an occurrence basis and shall contain a severability of interests provision and a waiver of subrogation in favor of both the parties.

92. INDEMNIFICATION. The Contractor agrees to indemnify, defend, and hold harmless the Town and its elected and appointed officers, employees, agents, and insurers from and against any and all claims and liabilities (including without limitation claims and liabilities related to bodily injury or property damage), directly or indirectly arising out of, resulting from or related to this Agreement. The Contractor's agreement to indemnify the Town shall include the obligation to pay any attorneys' fees or costs incurred by the Town in defense of any such claims. The obligations of Contractor under this section shall survive the expiration or termination of this Agreement.

93. NOTICE. All notices required to be given hereunder shall be hand delivered with receipt required or sent by certified or registered mail to such party's representative at the address of the party set forth below. In addition to, but not in lieu of a hard-copy notice, notice may also be sent by e-mail to the e-mail addresses set forth below. Either party may from time to time designate by written notice substitute addresses or persons to whom such notices shall be sent. Unless otherwise provided herein, all notices shall be effective upon receipt.

TOWN:  
Town of Carbondale  
c/o Jay Harrington, Town Manager  
511 Colorado Avenue  
Carbondale, CO 81623  
jharrington@carbondaleco.net

CONTRACTOR:

94. FORCE MAJEURE. "Force Majeure" means any act or event that prevents a party from performing its obligations in accordance with the Agreement where the act or event is beyond the reasonable control and not the result of the fault or the negligence of the affected party and such party is unable to overcome such act or event through the exercise of due diligence. Such acts and events, include but are not limited to, acts of God, fire, explosion, accident, flood, severe storms, earthquake, epidemic, war, riot, strikes, lockouts, rebellion, and restraints or injunctions, not resulting from a party's breach of any terms and conditions of this Agreement or any other contractual commitment. In cases of inclement weather, the Contractor and the Town shall agree for what period of time and upon what conditions collection service shall be suspended and such suspension shall be considered a Force Majeure event.

95. COMPLIANCE WITH LAW. The work and services to be performed by the Contractor hereunder shall be done in compliance with all applicable federal, state, county, and Town laws, ordinances, rules, and regulations.

96. VENUE AND APPLICABLE LAW. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in the County of Garfield, State of Colorado.

97. GOVERNMENTAL IMMUNITY. No provision of this Agreement shall be construed as a waiver or abrogation of, or an intent to waive or abrogate, any of the monetary limitations or any other rights, immunities or protections afforded to either Party or their respective directors,

officials, officers, agents, and employees, by the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101, *et seq.*, as it may be amended from time to time.

98. NO WAIVER. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement shall not constitute a waiver of any of the other terms or obligations of this Agreement.

99. ASSIGNMENT. This Agreement shall be binding upon the parties hereto, their successors, or assigns. The Contractor shall not assign this Agreement, in whole or in part, or assign any rights to payment hereunder, without prior written consent of the Town, which consent shall not be unreasonably withheld, delayed, or qualified, however, the Contractor may assign this Agreement, without consent, to an entity controlled by, or under common control of the Contractor.

100. DEFAULT ATTORNEY FEES. In the event that suit is brought regarding this Agreement, the prevailing party shall be entitled to its reasonable attorney fees and related court costs.

101. ENTIRE AGREEMENT AND AMENDMENT. This Agreement represents the entire Agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties.

102. AUTHORITY TO EXECUTE AGREEMENT. The signatory of the Contractor represents and warrants that he/she has been duly authorized by the Contractor to enter into this Agreement and has full power and authority to bind the Contractor to the terms and conditions of this Agreement.

103. IMMIGRATION COMPLIANCE. Contractor also agrees to be bound by the terms of Exhibit B as related to compliance with Colorado immigration laws, which addendum is incorporated by reference.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

ACCEPTED by the TOWN:

TOWN OF CARBONDALE, COLORADO,  
a Colorado home rule municipal corporation

By: \_\_\_\_\_  
Dan Richardson, Mayor  
511 Colorado Avenue  
Carbondale, CO 81623

ATTEST:

\_\_\_\_\_  
Cathy Derby, Town Clerk

STATE OF COLORADO    )  
  ) ss.  
COUNTY OF GARFIELD    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2019, by Dan Richardson, Mayor, Town of Carbondale and Cathy Derby, Town Clerk, Town of Carbondale.

My commission expires \_\_\_\_\_.  
Witness my hand and official seal.

\_\_\_\_\_  
Notary Public



**EXHIBIT A**  
**Request for Proposals**

## **EXHIBIT B**

Work by Illegal Aliens Prohibited. Pursuant to Section 8-17.5-101, C.R.S., *et. seq.*, as amended, Contractor warrants, represents, acknowledges, and agrees that:

1. Contractor does not knowingly employ or contract with an illegal alien.
2. Contractor shall not knowingly employ or contract with an illegal alien to perform work or enter into a contract with a sub-contractor that fails to certify to Contractor that the sub-contractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.
3. Contractor has participated in or attempted to participate in the basic pilot employment confirmation program created in Public Law 208, 104<sup>th</sup> Congress, as amended, and expanded in Public Law 156, 108<sup>th</sup> Congress, as amended, administered by the Department of Homeland Security (hereinafter, “Basic Pilot Program”) in order to confirm or attempt to confirm the employment eligibility of all employees who are newly hired for employment in the United States. If Contractor is not accepted into the Basic Pilot Program prior to entering into this Agreement, Contractor shall forthwith apply to participate in the Basic Pilot Program and shall submit to the Town written confirmation of such application within five (5) days of the date of this Agreement. Contractor shall continue to apply to participate in the Basic Pilot Program, and shall confirm such application to the Town in writing, every three (3) months until Contractor is accepted or this Agreement is completed, whichever occurs first. This Paragraph 3 shall be null and void if the Basic Pilot Program is discontinued.
4. Contractor shall not use the Basic Pilot Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.
5. If Contractor obtains actual knowledge that a sub-contractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Contractor shall be required to:
  - (a) notify the sub-contractor and the Town within three (3) days of when Contractor has actual knowledge that the sub-contractor is employing or contracting with an illegal alien; and
  - (b) terminate the subcontract with the sub-contractor if within three (3) days of receiving the notice required pursuant to this subparagraph the sub-contractor does not stop employing or contracting with the illegal alien; except that Contractor shall not terminate the contract with the sub-contractor if during such three (3) days the sub-contractor provides information to establish that the sub-contractor has not knowingly employed or contracted with an illegal alien.
6. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment (“Department”) made in the course of an investigation that the Department is undertaking pursuant to the authority established in subsection 8-17.5-102(5), C.R.S.

7. If Contractor violates this Exhibit B, the Town may terminate this Agreement for breach of contract. If this Agreement is so terminated, Contractor shall be liable for actual and consequential damages to the Town arising out of said violation.

By: \_\_\_\_\_

Dated: \_\_\_\_\_

**APPENDIX C**  
**CONTRACT CERTIFICATION FORM**  
**Town of Carbondale Request for Proposals Solid Waste Collection**

The following signed certification form shall be provided with each proposal for any Contract A, B or C services.

The proposer identified below hereby certifies that the company has read a copy of the Town of Carbondale standard contract (attached as Exhibit B) to the request for proposals and understands the terms and provisions contained in that contract. It further certifies that it is the proposer's intent to comply with each and every term and provision contained in the standard contract and proposes no modifications except as follows:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

Said proposer understands that the modifications state above, if any, are offered for discussion purposes only and that the Town of Carbondale reserves the right to accept, reject or further negotiate any and all proposed modifications to the standard contract.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

# APPENDIX D CONTRACT A PRICING SHEETS

## Town of Carbondale Request for Proposals Solid Waste Collection

Cost pricing sheets A-1 through A-3 and the signatory information on the second page of this appendix shall be submitted for every Contract A proposal and shall represent all contractor pricing (cost pricing sheet A-4 is for recommended modifications to required services and as such are not mandatory for any proposal). Fees for optional direct-to-customer collection services (Section 3.2.11) should not be included on these sheets.

### COST PRICING SHEET A-1

#### Services for Customers with Individual Containers

<b><i>Regular Curbside Service for Individual Trash Container Collection (shall include pricing for all services in Section 3.2 thru 3.4 unless listed as separate line item in other Contract A pricing sheets)</i></b>	<b><i>Unit</i></b>	<b><i>Price</i></b>
Super saver trash WK + medium recycling EOW	\$ per month	
Super saver trash WK + large recycling EOW	\$ per month	
Small trash WK + medium recycling EOW	\$ per month	
Small trash WK + large recycling EOW	\$ per month	
Medium trash WK + medium recycling EOW (default service)	\$ per month	
Medium trash WK + large recycling EOW	\$ per month	
Large trash WK + medium recycling EOW	\$ per month	
Large trash WK + large recycling EOW	\$ per month	
Small wildlife trash WK + medium recycling EOW	\$ per month	
Small wildlife trash WK + large recycling EOW	\$ per month	
Medium wildlife trash WK + medium recycling EOW	\$ per month	
Medium wildlife trash WK + large recycling EOW	\$ per month	
Large wildlife trash WK + medium recycling EOW	\$ per month	
Large wildlife trash WK + large recycling EOW	\$ per month	
Extra medium trash WK	\$ per month	
Extra large trash WK	\$ per month	
Extra medium recycling EOW	\$ per month	
Extra large recycling EOW	\$ per month	
<b><i>Residential Service for Individual Collection – Periodic Services</i></b>	<b><i>Unit</i></b>	<b><i>Price</i></b>
Overflow trash	\$ per cubic yard	
Overflow recyclables	\$ per cubic yard	
Contaminated recyclables	\$ per cubic yard	
Container replacement (abuse) – small	\$ per container	
Container replacement (abuse) – medium	\$ per container	
Container replacement (abuse) – large	\$ per container	
Container replacement (abuse) – small (wildlife)	\$ per container	
Container replacement (abuse) – medium (wildlife)	\$ per container	
Container replacement (abuse) – large (wildlife)	\$ per container	
Container delivery/exchange after 60 days & for default customers	\$ per collection	

WK = weekly collection

EOW = every-other-week collection



# APPENDIX E CONTRACT B PRICING SHEET

## Town of Carbondale Request for Proposals Solid Waste Collection

Cost pricing sheet B-1 and the signatory information on this page shall be submitted for every Contract B proposal and shall represent all contractor pricing (cost pricing sheet B-2 is for optional services or recommended modifications to the required services in the request for proposal only and as such are not mandatory for any proposal). The Town reserves the right to select the facility (Pitkin County or Other) to which the material will be hauled. This will be determined during the selection process and will not change through the initial term of the contract unless the facility chosen discontinues offering composting services.

### 4.0 COST PRICING SHEET B-1 Yard Waste Drop-Site Collection

<i>Yard Waste Drop-Site Collection</i>	<i>Unit</i>	<i>Price (Pitkin Co.)#</i>	<i>Price (Other Facility)@</i>
Labor	\$ per collection day		
Material management for container size* = ____yd	\$ per container pull		
Material management for container size* = ____yd	\$ per container pull		
Material management for container size* = ____yd	\$ per container pull		

*\*Define container type & size*

*#Provide price to haul to Pitkin County compost facility*

*@Provide price to haul to other compost facility*

### 5.0 COST PRICING SHEET B-2 (optional) Service Modifications Recommended by Proposer

<i>Recommended Modifications</i>	<i>Unit</i>	<i>Price</i>
Optional = _____	\$ per _____	
Optional = _____	\$ per _____	
Optional = _____	\$ per _____	

*Label any optional collection service so Town can easily compare to proposal document description*

Name of Other Facility Quoted: \_\_\_\_\_

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

# APPENDIX F CONTRACT C PRICING SHEET

## Town of Carbondale Request for Proposals Solid Waste Collection

Cost pricing sheet C-1 and the signatory information on this page shall be submitted for every Contract C proposal and shall represent all contractor pricing (cost pricing sheet C-2 is for optional services or recommended modifications to the required services in the request for proposal only and as such are not mandatory for any proposal).

### 6.0 COST PRICING SHEET C-1

#### Town Services

<i>Town Services – Material Management Costs#</i>	<i>Number of Containers</i>	<i>Collection Frequency</i>	<i>Weekly Price</i>	<i>Price per Additional Pull*</i>
<b>Town Hall (511 Colorado Ave.)</b>				
2-cuyd dumpster cardboard	1	Once per Week		
2-cuyd dumpster recyclables	1	Once per Week		
6-cuyd dumpster trash	1	Once per Week		
<b>Public Works (756 Hwy 133)</b>				
8-cuyd dumpster cardboard	1	Daily (M-F)		
3-cuyd dumpster recyclables	1	Once per Week		
8-cuyd dumpster trash	2	Twice per Week		
<b>Waste Water Treatment Plant (171 Hwy 133)</b>				
2- cubic yard dumpster trash	2	Twice per Week		
20-cubic yard roll-off trash	1	As Needed	N/A	

\*Price for additional pulls outside of the listed collection frequency  
#See RFP Section 5 for additional facility details

### 7.0 COST PRICING SHEET C-2 (optional)

#### Service Modifications Recommended by Proposer

<i>Recommended Modifications</i>	<i>Unit</i>	<i>Price</i>
Optional = _____	\$ per _____	
Optional = _____	\$ per _____	
Optional = _____	\$ per _____	

**8.0** Label any optional collection service so Town can easily compare to proposal document description

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date